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SELECTIONS

FROM

THE RECORDS

OF THE

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GOVERNMENT OF BENGAL.

N^o^ XXXIII.—PART I.

PAPERS

RELATING TO

INDIGO CULTIVATION IN BENGAL.

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1860.

THIS Number, PART I. contains Selections from the Correspondence, connected with Indigo cultivation, on record in the Office of the Secretary to the Government of Bengal, from April 1854 to 1st May 1859: and PART I. and PART II. together will contain all the Papers recorded in the same Office, on the same subject, from the 1st of May 1859 to the 1st of May 1860.

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PAPERS

RELATING TO

INDIGO CULTIVATION

IN

Bengal.

No. I.

From A. SCONCE, ESQ., Judge of Nuddea, to the Secretary to the Government of Bengal,—(dated Kishnaghur, the 20th April 1854.)

MY DEAR BEADON,

I AM more sure that some such statement as that I now enclose should be submitted for the consideration of Government, than of the proper manner of doing it. I profess merely to put on paper the outspoken complaints which people here make against the system generally, but not, as they allow, universally, practised in the cultivation of Indigo; and I would beg you to do me the favor of laying the paper before the Governor General.

I write, of course, not knowing whether or no the same matter has not been already pressed upon the attention of Government, perhaps I should say, not knowing but that Government has reason to decline the immediate discussion of it. My own idea, however, is that it is no longer enough to measure the advantages of European capital and energy by the value of our exports of Indigo: the effects of the system upon the people should also be considered; and I should wish to be satisfied that, in connection with the cultivation and manufacture of Indigo, the people labor under none of those evils which by a kind of social misadventure formerly prevailed, nay which men may regret, but are perfectly free to allow, do still prevail in England.

If the suggestion which I make, of a Commission of Inquiry, should be listened to at all, I should like to add that it seems to me, for the purpose, should be associated with the Revenue Commissioner an English and a Native gentleman *not* in the Public Service.

NOTE.

I FEEL that I ought not to hesitate to put on record the remarkable statements regarding the Indigo system of this District that have been made to me by Natives of respectability and intelligence, and in a position to be informed of the facts which they narrate, and which, if misinformed, they themselves assuredly believe. My connection with Indigo Districts is too recent to permit me to state the circumstances I am about to describe as having fallen within my own knowledge. Indeed I have known for years, through casual communication with the people, that a Native landholder would shrink from the approach of Indigo cultivation as they do from fire in the dry prairies of America; and otherwise, the violent outrages that from time to time spring from the sowing of Indigo indicate an unwillingness on the part of Ryots to place their lands at the service of the Planter; but excepting these occasional and very general sources of observation, I have personally no knowledge of the complicated relationship subsisting between Indigo Planters as landlords, as cultivators or as manufacturers, and the Ryots as tenants or laborers or producers and sellers of produce; and though the recommendation which it is the main purpose of this paper to submit, be manifestly grounded chiefly on my own ignorance of the subject, it is so plain to me that the strong sentiments and warm feelings of the people, or at all events of that portion of the people with whom I have communicated, are not sufficiently known, have not been sufficiently investigated and discussed, and at all events to their apprehension have not been sufficiently refuted, that I presume to suggest that the complaints made should be authoritatively sifted.

When seeking information on this subject, one simple question seemed to me to lie at the bottom of the whole matter, namely, the willingness or unwillingness of the Ryots to co-operate in the cultivation of Indigo. Willingness would betoken contentment and profitable industry; unwillingness might express constraint, bankruptcy, undeliverable bonds. I have asked therefore simply whether the cultivation

of Indigo was acceptable to the people; and the answer given to me, interrupted more than once by the declaration that tongue must fail fully to describe the various forms in which misused power was exercised, was a long narrative of what appeared to be, to the speakers, remediless injustice.

I cannot sufficiently guard against the possible inference that I advance any statement of my own knowledge: I write what perfectly credible and perfectly respectable people have told me; and what I am persuaded they themselves believe. No one, I may add, who has had long intercourse with the Natives can have failed to notice the credulity and weakness of judgment which, in some respects, and particularly in whatever relates to their position towards Europeans, imperfect education, narrow experience and the timidity of their national character, tend to engender; but allowing for this source of error, there is, I think, in their statements a substratum of understood grievances which cannot, unlistened to, be cast aside.

The general impression conveyed to me regarding the Indigo system is, that it is sustained throughout by compulsion, and by the advantages gained by arbitrary and unrighteous dealing.

It is said that the Ryots are driven by force or fear to undertake the cultivation of Indigo; that they are not allowed to cultivate other crops till they have sown Indigo, first, it may be, on the Planter's *nijjote* land, next on the Ryots' own lands: that done, the Ryots' labor and cattle being limited, it is too late to go on with other crops.

It is said that Ryots are not at liberty to devote what lands they choose to the cultivation of Indigo, *but* their best land—this field or that, as the Planter may point out.

It is said that, in contracting engagements for land, Planters require large and unusual measure, two-and-a-half beegahs of the common beegah to make one beegah.

It is said to be notorious that a Ryot gains little if at all by the advance of two Rupees a beegah made to him by the Planter; he has to pay it away to the Factory Amlah.

It is said that in delivering his produce the Ryot is compelled to deliver two bundles for one; two bundles are taken from him at the market price of one bundle. This is said to be done by tying the leafy heads of two (or more) bundles together and making one Factory bundle.

It is said that the work of the Factory is carried on by the inadequately requited services of laborers, boatmen and hackery drivers; by the extortionate cesses which Planters levy from their tenants; by the compulsory loans which Mahajuns are obliged to make for the purpose of liquidating Ryots' balances.

Ryots, it has been said to me, have nothing and can have nothing; they are working cattle merely, not men reconciled to labor by their gains.

I find it difficult to obtain anything like an exact conception of the forms in which the force or compulsion alleged to be used towards the Ryots is exerted: it is said that cattle are not allowed to graze; that they are carried off altogether, perhaps plundered, perhaps drowned; that crops are wantonly destroyed; that houses are harried and burnt. Complain,—say they, how often would you have the poor man and the weak man to complain? It is better to bear than to complain.

It will be understood that I do not adopt these statements: they are deplorable; but the utmost I am entitled to say is that it is deplorable, not that they are true, but that they should be believed to be true: and it is to this belief that I think measures of inquiry and redress are due.

Should a Commission of Inquiry be instituted, these points would specially be attended to:—

(1.) The whole conditions of a Ryot's engagement, as a tenant, to cultivate Indigo; embracing the nature of his rent in money or in crop; the rate of his rent; the rate of advances and extent to which advances are made; the size of the beegah compared with the beegah of Rice land; the period of the engagement, and terms and manner of delivering the Indigo.

(2.) The Indigo being ripe for delivery, does the Planter account for it at the full Bazar price? Under what condition is Indigo seed taken and accounted for?

(3.) Ordinarily, what provision is made for the termination of a Ryot's engagements?—is any period specified? Has the provision of Section V. Regulation V. of 1830 been taken advantage of? In practice, by any, is an engagement considered interminable?

(4.) Season failing, on whom does the risk rest; is the Ryot accountable for advances only; or for the entire money rent of the year; or for the value of an estimated but ungrown crop of Indigo; or for both rent and advances?

(5.) What proportion does the advance bear to the whole rent; or if the rent be estimated in kind, what is the proportion of the advance to the value of the crop? In delivering the produce, at what rate is the portion not advanced upon credited to the Ryot?

(6.) Practically, in this Factory and in that, to what extent are balances scored up against Ryots; ordinarily what adjustments are effected; how long is adjustment deferred?

(7.) Practically, what is the comparative position of Ryots who grow Indigo and of Ryots who grow other crops but not Indigo? Is Indigo more liable to fail than other crops; if so, do the superior returns per beegah from Indigo remunerate the Ryot for his greater losses? Ordinarily, are Indigo Ryots above the world?

(8.) At what rate, under what conditions, is the labor of various descriptions required by the Planter remunerated; for tilling the private lands of the Factory; for gathering the crops; for manufacturing the Indigo, and for transporting it? Is a lost crop worked out in labor? If worked out how is account taken?

(9.) In Farms and Talooks attached to Indigo Factories, what is the condition of the sub-tenants as such?

These queries may seem mainly to refer to the conditions of the native Ryot; but they necessarily embrace the co-relative rights and interests of the Planter. A Factory worked for twenty years or for half a century must necessarily be invested with some sort of rights; to ascertain, to define and to preserve these rights could not but be advantageous, and is certainly due to the Indigo Planter: and possibly even a Planter should be expected to admit, that in the system into which he was necessarily adopted, investigation may disclose involuntary defects which he himself would be most unwilling to perpetuate.

Kishnaghur, 20th April 1854. A. SCONCE.

Minute by the Lieutenant-Governor of Bengal,—(dated the 5th June 1854.)

Mr. Sconce on the relations between Indigo Planters and their Ryots.

THIS paper, with the letter to Mr. Beadon which accompanied it, was handed to me by Mr. Beadon. It reached Mr. Beadon apparently too late to be submitted to Lord Dalhousie, and I have hitherto been too much occupied to give it proper attention.

It professes to give a succinct account on the evidence of many Natives of the Zillah of Nuddea, some of them said to be credible and trustworthy persons, of the oppressions practised on their Ryots by the Indigo Planters of the District; and assuredly the statement is a most grievous one.

Greatly compressed, the charges against the Planters are to the effect that their whole system is one of compulsion and arbitrary and unrighteous dealing: that the Ryots are made by force to cultivate Indigo, and not allowed to cultivate anything else till they have sown Indigo: that they are not allowed to choose the land, but must give up to Indigo any of their fields which the Planter may select: that every Planter takes two-and-a-half beegahs from a Ryot as one beegah; and, not content with that, takes always from every Ryot two bundles of Indigo plant for one: while the money paid for the land in advance is of no use to the Ryot, as he is obliged immediately he gets it to pay it all back again to the Factory Amlah: that all the servants and laborers of Planters, boatmen, hackery drivers and all, are forced to work for inadequate wages, while inordinate cesses are levied from Ryots, and Mahajuns are constrained to make compulsory loans to the Ryots for the purpose of paying the Ryots' balances to the Factory: that the Ryots have, and can have, nothing for their labor and land, but are treated as mere working cattle: that their crops are wantonly destroyed by the Planters, their houses harried and burnt, their cattle carried off as plunder or drowned, and that "it is better to bear than to complain."

Upon these statements which, though condensed, I have stated in Mr. Sconce's own words. Mr. Sconce recommends the appointment of Commissioners to inquire into the relations of Planters and Ryots, and to see if these and many other similar things be true.

I wish that Mr. Sconce, before founding such a recommendation on the statements of the Natives, had remembered that there were two parties to the quarrel, and therefore two versions of the statement. I wish that he had asked some of the many respectable Planters of his District, to which he has been newly appointed, and which is apparently the first Indigo District in which he has served, what they had to say to these astounding stories of their violence and cruelty. Had he done so, or had he even inquired in the Magistrate's or in his own office whether it was true that the Ryots found it useless to complain, and therefore never sought redress, I cannot help thinking that he might

have considerably modified the present statement and the present recommendation.

For granting that the whole of these obviously exaggerated stories were true, or supposing that a Commission, instituted as Mr. Sconce would recommend, were to find that these oppressions really were of constant or frequent occurrence, what would follow?—not that Indigo planting was inherently vicious, and proper to be put down by legislative enactment, but simply this—that in the Zillah of Nuddea the Laws were inefficient and the tribunals of no avail; that the strong might oppress the weak with perfect impunity; that crime met with no punishment, and injustice went always unredressed.

But if things really were so,—if the strong and the violent and the unscrupulous could in Nuddea work their will with impunity, does Mr. Sconce suppose that there would be no oppressors but English Planters? that no violence would be heard of but such as they perpetrated? that there would be nothing to tell of the hardness of Mahajuns? or the severity of Zemindars?

Or is it to be supposed that the tribunals would be found to be vigilant and impartial towards all but English oppressors, and that none but Planters could commit violence under their jurisdiction?

Yet one of these conditions is what must have seemed to Mr. Sconce probable. He heard nothing of any tyranny but Planters' tyranny, and he has not alluded to any other kind of oppression. Had he supposed there was any such, he would surely have included it in his proposed inquiry. He must certainly have supposed, either that in a general dissolution of Law and Justice, none were found to turn the anarchy to account but tyrannous Planters; or else that Law and Justice were in so singular a condition in Nuddea, that they dealt only with wicked Natives, and allowed oppressive Planters to commit all sorts of mischief with impunity.

Whatever be the view which Mr. Sconce may have taken of the case, it is quite certain that no Commission need be appointed.

Supposing the stories told to Mr. Sconce to have been thoroughly sifted and tested, and the replies of the opposite parties to have been allowed due weight, it might probably have been found that in Nuddea, as elsewhere, the Laws and the manner of their administration, though greatly improved in the course of years, were not yet in so satisfactory a condition as that redress was at all times readily and easily afforded

to the poor, nor even always to the rich. It might have been found that this imperfection was partly due to the character of the people, and therefore only to be remedied by the slow advance of knowledge and civilization, and partly to errors of law and system, some of which perhaps are in course of alteration and amendment, and some only await the advice and suggestions of observant and experienced men having the necessary acquaintance with facts. Mr. Sconce, in his position as head of the whole civil and criminal judicatures of the Zillah of Nuddea, would have perceived that he had the power and the duty committed to him of remedying such imperfections of the system under his control as might be found to arise from mal-administration of existing institutions, while he had ample opportunity to observe such defects as might be ascribable to the institutions themselves, and could never perform a more acceptable service to the people or to the Government than in suggesting improvements founded upon his actual knowledge and experience.

I would carefully and courteously communicate the substance of these remarks to Mr. Sconce, in reply to his paper of observations. I would tell him that the Government hoped for valuable assistance from his mature suggestions, but I would at the same time recommend to him to bring to the test of experience all general statements which might come to his hearing, for which he would have ample opportunity in the daily exercise of his important judicial functions.

From W. Grey, Esq., Secretary to the Government of Bengal, to A. Sconce, Esq., Judge of Nuddea,—(No. 1352, dated the 9th June 1854.)

Sir,

Your demi-official letter of the 24th April last, with the official paper to which it gave cover, has been perused by the Lieutenant-Governor with attention.

2. You give, upon the authority of certain Natives, a statement of great violence and oppression generally practised by Indigo Planters in your District upon their Ryots and dependants, and you recommend the Government to appoint a special Commission of Inquiry to investigate the subject.

3. The Lieutenant-Governor observes that you had barely been three months in the District when you made this recommendation, and that you do not appear to have tested the probability of the statements made to you by any examination of the records of the Courts subject to your control, by any intercourse with the Planters of the District, or by any inquiry among the intelligent and experienced public functionaries, at the head of the various departments, resident at the Station.

4. The Lieutenant-Governor cannot doubt that you either have resorted to such obvious means of ascertaining the probability of these most serious general allegations since the date of your letter, or that you certainly will do so shortly. He thinks also that in the course of the daily administration of justice in your Court you must have had, and will still further have, opportunities of satisfying your mind whether Law and Justice are indeed so utterly and shamefully relaxed and inefficient in the Zillah of Nuddea as they must be if only a part of these enormous allegations be well founded.

5. He is of opinion, therefore, that it will be proper to defer any further notice of your letter than this acknowledgment, and to await such other communication as you may think it your duty to make after having taken the best advantage of larger opportunity of knowledge.

No. 11.

From W. F. Fergusson, Esq., to W. Grey, Esq., Secretary to the Government of Bengal,—(dated the 9th May 1854.)

Sir,

I request you will submit to His Honor the Lieutenant-Governor of Bengal the accompanying letter from Mr. Henry Mackenzie, with myself the proprietor of the Jingergatcha Indigo Concern, near the Station of Jessore, which he addressed to Mr. J. Dunbar, lately specially deputed to that District, but which Mr. Dunbar returned, stating that his mission had terminated and that he could not take up the case.

A similar representation to the Commissioner of the District has been attended with no effect, beyond a call for explanation from the Deputy Magistrate himself, and in the mean time our property is being ruined.

The simple facts of the case are, that Abdool Luteef, lately appointed Deputy Magistrate at Kalarooah, has set his face against Indigo planting; that the knowledge of this has encouraged the Ryots in his jurisdiction to break their engagements and to refuse to sow; and that consequently about one-eighth of the property of the Jingergatcha Concern is destroyed.

It is not necessary for me to point out to His Honor the Governor of Bengal how ready Natives are to break through their contracts, whether to sow Indigo, Rice, or anything, nor how small encouragement from any one in authority will induce them to do so, and also how difficult it is to prove that such encouragement has been given.

The result, however, is certain and positive loss to the proprietors of the Concern, and it would be better for us that the Magistrate were corrupt than that he should be prejudiced, as Abdool Luteef's actions show that he is against us and other Planters.

I refer to the records of the Courts, to Mr. Dunbar, to any one connected with the Districts of Jessore and Kishnaghur, for evidence of Mr. Henry Mackenzie's character for probity and fair dealing with the Ryots. Sowing, as the Concern does, in upwards of ninety villages close to the Station of Jessore, (for Jingergatcha is only eight miles from it,) there has not been a single complaint aginst him, but no sooner does Abdool Luteef obtain power than the Ryots in the whole of that part of the country refuse to sow and to fulfil their engagements.

All that I ask is, that any of the new complaints against Mr. Mackenzie be investigated by any other Magistrate or authority, but I beg that it may be done speedily, for the season for sowing is fast passing away, and delay will be loss.

I believe that on investigation it will be found, that neither in character nor in conduct is Abdool Luteef fit to be entrusted with the powers of a Magistrate.

From H. MACKENZIE, ESQ., to J. DUNBAR, ESQ.,—(dated the 24th April 1854.)

SIR,

WHEN you were in Jessore upon the Commission of Inquiry to which you were deputed by Government, you had the kindness one day to ask Mr. Maclagan and self, what was the bearing of the authorities, European and Native, towards Planters having business in their Courts. Our answer was, that we met with every proper courtesy from the European functionaries, but that I had to complain of the insolent bearing towards myself and others of the Principal Sudder Ameen ; you were then kind enough to say that you would speak to him, and that it should not happen again ; and I have since learned from Messrs. DeVerinne and Savi, who had business in his Court some days ago, that your advice to him has had the happiest effect.

Though your mission of Inquiry is now over, yet as the subject I am about to bring to your notice should, I believe, have formed part of that Inquiry, but for the Sub-Division of Kalarooah being so much out of the way, I think I am not wrong in addressing myself to you, as, if you cannot interfere, you can at least bring to the notice of Mr. Halliday the grievances of which I have to complain. The first is, the uncourteous and threatening style in which I am addressed by the Deputy Magistrate of Kalarooah ; one (A) of whose Perwannahs I now enclose, and as a contrast

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(A) Perwannah of the Deputy Magistrate of Kalarooah, to *(Sree)* HENRY MACKENZIE, of the Puchapora Factory.

Ahadoolla Mundle, Golapdee Mundle, Janker Mundle, Totagazee and Akbur Duffadar, of Mouzah Koolay, appeared in this Court, and presented a petition to the effect that *your (tomar)* Ameen, Kalashee and Dewan, accompanied by Lattials, had been constantly moving about the village, with a view to mark forcibly the paddy lands of the plaintiffs for the cultivation of Indigo, to arrest and make advances to them, and in the event of their refusing to take advances, to plunder their houses, to assault and murder them. *You (tomakay)* are therefore hereby forbidden, and are directed to prevent your men and the Lattials, from practising oppressions on the plaintiffs. You will also see that when the plaintiffs cultivate their respective lands, your men throw

* [There are two.] to it, I send the accompanying one (B*) from Mr. Toogood, which will show the difference between the courteous style of the Gentleman and the intended want of courtesy of the Native. The Perwannahs were issued, and the threats held out, *without any inquiry into the merits of the complaints,* and *without* ONE *single proof of oppression on my part.*

To show the leaning of the Deputy Magistrate, I may mention that some time ago, on receiving notice from my neighbour, Mr. Larmour, that a number of my Villagers were conspiring together with the view not to sow Indigo I addressed an English letter to the Deputy, enclosing Mr. Larmour's, pointing out proofs of the same parties having last year been leagued together to destroy my Indigo, (acknowledged in the *razeenamah* of Nobin Ghose, one of the ringleaders,) and that their intention this year was, to get up false cases, to prevent me from measuring some putnee villages I had purchased last year. My letter was treated with *silent contempt*;—not so, the false petitions of which I had warned him, and upon which he issued the unbecoming and threatening Perwannahs of which the one enclosed is a specimen.

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no obstacles in their way. If *you (tomar)* have any claims to prefer on account of advances for Indigo, you are at liberty to sue in the Civil Courts. Should you disobey this order, and not abstain from practising oppressions, *you (tomakay)* will be held *seriously responsible (sungeen jawabdahee.)* Dated the 27th March 1854.

The Nazir should hand over this Perwannah to Gooroodoss Chuckerbutty, the Mookhtar of the above Saheb.

(B) Perwannah of the Fouzdarry Court of Zillah Jessore at Katchandpore, to *Mr. (Sreejoot)* HENRY MACKENZIE, of Jingergatcha.

CASE.—Plunder of cows and assault, &c.

This day the case having been brought up, it appears that the defendants have not attended the Court, though repeatedly called upon to do so. As the defendants are *your (apunkar)* servants, *you (apunee)* are directed to *make them appear (hazir kurrya diben)* at the Court within two days. Dated 29th December 1853.

Perwannah of the Fouzdarry Court of Zillah Jessore to *Mr. (Sreejoot)* MACKENZIE, Proprietor of the Bazar at Jingergatcha.

It appears from the report of Thannah Sajahalij that there are no Government Chowkeedars at the above Bazar since its establishment; only two Chowkeedars appointed by *you (apunar)* guard and protect it, but they have not got with them badges, and their names are not entered in the Register Book. *You (apunakay)* are therefore directed to appoint Chowkeedars at the said Bazar, according to the existing Law. Dated 27th February 1854.

I am told that this man's prejudice towards Indigo Planters arises out of the following circumstances:—It seems that many years ago his family held an Indigo advance of 17 cottahs of land from the Meergunge Concern, and one season *they were made* to sow 3 *beegahs*, hence his mania *and constant expression*—(not very becoming upon the bench) —*Neelker Sahib-ka joolum ham koob janta;* this unfortunate expression of his before crowded Courts has encouraged some Ryots who never did before and never would have thought of complaining; and is made a handle of by Zemindars, their Omla, Gattidars, and those hangers-on and mischief-makers about all villages,—*holders of rent-free tenures*, who hate Indigo because it interferes with their monopoly of the Ryots' crops, under the name of *Bag Burger*. To show that the Ryot himself is not alone to blame for the trouble given in not fulfilling his contract, I may mention two cases that will show from whence proceeds in most cases the objection to sow Indigo. Some days ago, after a heavy shower, I sent my Dewan to the Naib of Oomeschunder Paul Chowdry to ask him to allow those Ryots *that were willing* to sow their lands; his answer was, I cannot until I hear from my mooneeb to withdraw *the order not to sow*: this is to force me into taking an *ijara*, giving for it a loan of 2 or 3,000; another who has stopped my sowings in three villages is a Vakeel in the Kishnaghur Court. He wants me to take off his hands a *dhur ijara* on the following terms:—to give one anna on each Rupee of the jumma, to pay cash for the balance of rents, loans and paddy the Ryots owe him, and to pay the amount with expenses of a suit in Court, which was decreed in my favor equal to 400 in all. He wants me to give him 3,000 to allow me to sow 100 beegahs of Indigo; that I advanced to the Ryots, for here is part of the secret of the Ryots refusing to sow; and so long as those who instigate them to go and make false complaints, are not made amenable to punishment, so long will the Ryot be made a tool of by bad men; more especially, if encouraged, as he is by officials of the same bias as the Deputy Magistrate of Kalarooah. I may mention that until this Deputy Magistrate came to this Sub-Division, there was not any complaint for forcibly sowing Indigo; and though I have Indigo advances in ninety villages within the Jessore jurisdiction, not one complaint on this head has been made against me *in three* years.

To show how much the Deputy Magistrate's known bias is likely to injure myself and my neighbour, Mr. Larmour, I may mention that a

number of his and twelve of my villages got up false complaints and refused to sow ; the Magistrate, without putting them upon oath, gave them Chupprassies to stop our people from going into the villages ; of the twelve villages in my line, seven have since sown their lands ; so much for the consistency of the Ryots' complaint, and the way in which they play upon this Deputy Magistrate's prejudice. Since I became a proprietor I have avoided all coercion, trusting that Government sooner or later would see the necessity of making some stringent Laws that will punish not only the Ryot himself for breach of his contract, but which also reach the men who instigate him to do wrong. An equally stringent Law is also required to punish those who wilfully or through carelessness destroy Indigo crops ; at present not any two Magistrates agree as to what is to be done with cattle trespassing, and to tell the Planter to go and sue the Ryots in the Civil Court for breach of contract and destruction of Indigo plant, as this Deputy does, is worse than a farce :— the result would be, after a long time and much money spent, the Planter might get a decree upon a poor wretch, *who would prove* that all his worldly goods was the dirty dhootie upon his body. If Government would give the Planters the protection they are entitled to, and some security for the immense sums of money put into circulation by them, there would be less cause of complaint against Planters for upholding their own rights. We do not ask for anything so stringent as the punishments Government found it necessary to put in force to protect their own monopolies, in times long passed.

Trusting that you will excuse the liberty that justice to myself and those whose money I am speculating with, forces me to, in bringing to your notice the loss I am likely to suffer, nearly 1,000 beegahs, equal to 9,000 cash, from this servant of the Government.

P. S.—I have underlined the objectionable expressions in the Deputy Magistrate's Perwannah and their contrast in Mr. Toogood's.

At the same time I enclose copy (c) of extract from a letter of my Mooktear at Kalarooah, which I pledge my honor he addressed to me without any suspicion of its being made use of hereafter.

(c) Extract paragraph 1 of a letter dated 24th Chyte 1260, from GOOROODOSS CHUCKERBUTTY and HURRYBOLE ROODER, Mookhtars at Kalarooah.

YOU may have received the information regarding our affairs in the Court here, which was communicated in a previous letter. It appears that the Officer in charge of this

From W. GREY, Esq., Secretary to the Government of Bengal, to A. C. BIDWELL, Esq., Commissioner of the Nuddea Division,—(No. 1075, dated the 12th May 1854.)

SIR,

I AM desired to send you in original a letter* received from Mr. W. F. Fergusson, a Merchant of Calcutta, together with its enclosures, being a communication recently addressed to Mr. Dunbar by Mr. H. Mackenzie, an Indigo Planter in the District of Jessore, and certain Bengallee documents referred to in that communication.

* Dated 9th May 1854.

The Lieutenant-Governor is desirous that you should make inquiries without delay in regard to the statements made by Mr. Mackenzie, and report to Government on the subject. Mr. Dunbar has, you will observe, in the accompanying Extract† from his recent Report upon Jessore, given a favorable account of Mr. Mackenzie as a Planter, and on that consideration, as well as on account of the apparently unusual and objectionable nature of the Deputy Magistrate's Perwannah forwarded by Mr. Mackenzie, the Lieutenant-Governor thinks it right to request that the case should receive prompt and careful attention.

† Paragraphs 15 and 16.

The return of the enclosures is requested with your reply.

Extract from a Report from MR. J. DUNBAR on the District of Jessore,—(dated the 1st March 1854.)

PARAGRAPH 15.—From the Native Zemindars I turn to the European Planters and Landholders, and it is very satisfactory to me to feel that, in doing so, I shall be able to mention some at least who take an interest in the welfare of those with whom they have to do, in one or both of these capacities. Mr. R. Savi of Nowhatta; Mr. Kenny of Salkamoodee; Mr. Mears, Agent of Mr. Maclagan at Sindooree, and

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Sub-Division is earnestly engaged in keeping the Indigo Factories under control, and protecting the Ryots. As soon as the Ryots present petitions, strict orders are passed prohibiting the sowing of Indigo. When petitions are presented on behalf of the Planters, the above Officer passes orders to the effect that they will not be allowed to make the Indigo cultivation without the consent of the Ryots, and that if they have any claims to prefer, they are at liberty to sue under Act IV. of 1840. Several similar petitions are presented relating to the Molatee Concern. If such orders are passed by the Hakim, we are helpless.

Mr. Rainy of Coolnah, are the Planters of whose generally oppressive conduct the loudest and most frequent complaints were made to me. The three first named are all more or less embroiled in quarrels with Ramrutton Roy. These complaints must not therefore be received unquestioned, as sure evidence of the grievances alleged; yet it would be absurd to suppose that there are not among so large a body as the Planters of Jessore, men who are keen-sighted enough where their own interests are concerned, yet perhaps wilfully blind to every claim of right and humanity, which may appear to them to be opposed to those interests. The individuals just named have all a stake in the land itself, being either Putneedars or Izaradars, so that, as I have had occasion to remark before, it is not probable that they would intentionally carry their exactions too far; but I can well understand that, without going to extremes, they may yet make themselves very unpopular with their tenantry, by always insisting on having their best lands for the growth of Indigo, and allowing less than a fairly remunerative price for the plant when cut and brought home. Planters who are liberal in their dealings with their Ryots allow a Rupee for four bundles, every bundle measuring six feet in girth, and those who are hard and grasping exact five or six. In regard to Mr. Rainy of Coolnah, I am sorry to say that of his severity and oppression I could have no room to doubt. Under the impression that the lands would yield him a better return if planted with Indigo, he had pressed the inhabitants of one very populous village near his Factory so hard that they had at last abandoned it. He discovered his error in time, and I believe he has the good sense to own it; and I am told he is now endeavouring to conciliate his people by milder measures: but he is generally looked upon in the Southern parts of the District as a hard and unfeeling landlord.

16. Mr. DeVerinne of Coragoolah; Mr. Brae of Bahookally; Mr. Kearnes of Hazrapore; Mr. Gow Smith of Ramnugger; the Messrs. Macnair of Joradah, and Mr. Mackenzie of Jingergatcha, are all well spoken of. Their Ryots are generally as well contented under them as the system of Indigo cultivation will allow them to be. In working for their own bread, and with the just and honorable purpose of making money enough to enable them eventually to retire to their own country, they do not overlook the claims and the interests of the many poor creatures around them, whose happiness and comfort are so greatly dependant on their own liberal and upright conduct.

From W. GREY, Esq., Secretary to the Government of Bengal, to W. F. FERGUSSON, Esq., Merchant of Calcutta,—(No. 1024, dated the 12th May 1854.)

SIR,

I AM desired by the Lieutenant-Governor of Bengal to acknowledge the receipt of your letter dated the 9th instant, with enclosures, and in reply to inform you that the Commissioner of the Division has been instructed to make an immediate and careful inquiry in regard to the statements made by Mr. Mackenzie, of Jingergatcha, respecting the conduct of the Deputy Magistrate of Kalarooah. The several enclosures of your letter have been forwarded to the Commissioner for that purpose.

From A. C. BIDWELL, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal,—(No. 51, dated the 7th June 1854.)

SIR,

I HAVE the honor to acknowledge the receipt of your letter No. 1075, dated the 12th ultimo, enclosing an original letter from Mr. Fergusson, a Merchant in Calcutta, and requesting that I will make inquiries without delay in regard to the statements contained in that letter, and report the result to Government.

2. I lost no time in forwarding the letters to the Magistrate of Nuddea, in whose District the villages referred to are situate. I had previously forwarded for inquiry certain complaints of the same character brought against the Deputy Magistrate by Mr. Larmour, the Manager of the affairs of the Bengal Indigo Company, and both the Magistrate of Nuddea and the Joint Magistrate of Baraset have looked carefully into the cases adverted to by the complainants as containing evidence of the partiality and unfair dealing of the Deputy Magistrate, and reported to me on the subject.

3. The only one on which I am called upon to report is Mr. Mackenzie's. I have placed below his allegation side by side with abstract of the Deputy Magistrate's reply :—

Mr. Mackenzie states that he has had the management of the Jingergatcha Concern for the last

4. The Deputy Magistrate replies that, without questioning the correctness of Mr. Mackenzie's

four years, and until Abdool Luteef came to this part of the country there was never a complaint against him for forcibly sowing Indigo, either in this District or Jessore. Since Abdool Luteef's coming a number of his Ryots, presuming on the Deputy Magistrate's supposed favor towards them, have refused to sow. He had, he states, at this present moment, although there have been most favorable rains for sowing, 1,000 beegahs of land and upwards unsown.

Mr. Mackenzie next complains of the style of Abdool Luteef's Perwannahs. He is addressed by him in an uncourteous style, and the Ryots knowing the contempt in which he is held by this man, take advantage of it and refuse to sow. These Perwannahs are issued on the bare statement of Ryots, taken without oath, and without any inquiry being held on the subject; moreover without any proof of oppression on his (Mr. Mackenzie's) part, the Deputy Magistrate grants Chupprassies to the Ryots under the plea of protecting them, and the consequence is that his own Factory people are afraid to go into

statement that no complaints were previously lodged against him, of the truth of which he has no means of judging, he cannot admit the fact as proof that the present complaints are unfounded. His Court was located at Kalarooah for the purpose of affording protection to all parties subjected to oppression, who, before the existence of his Court, might be obliged to bear their wrongs in silence, rather than resort to Courts situate at so great a distance as the Sudder Courts of Jessore, Nuddea and Baraset. He defies Mr. Mackenzie to produce any proof of undue favor towards the Ryots, and it is no fault of his if Mr. Mackenzie has 1,000 beegahs of land unsown.

5. The Deputy Magistrate states in reply that he addresses Messrs. Mackenzie and other gentlemen in the style which, as far as he has been able to ascertain, prevails in all other Courts. He considers that it is not the Deputy Magistrate that is speaking in the Perwannah, but the Government of the country through their Courts of Justice, and that it would be improper if the Court addressed these gentlemen on equal terms (which is apparently what they wish), or made any difference in the style of address to rich or poor. He then refers to several Perwannahs addressed to both

his own putnee and ijara villages. Indigo Factories and Zemindars by the Magistrate of Nuddea, in which he says the style of address is exactly similar to that adopted by him.

6. The Deputy Magistrate then takes occasion to notice the disrespectful manner in which the gentlemen complaining have mentioned his name and alluded to him throughout their letters.

7. With regard to the issue of the Perwannahs complained of, he has only followed the practice of the Courts. That when petitions are presented for protection against apprehended violence or oppression, it has never to his knowledge been the practice to require proof, but to issue a Perwannah warning the party complained of against the apprehended violence or illegality. To show that he did not adopt this system hastily, he mentions that shortly after he was appointed to the Sub-Division, some Ryots petitioned for two Burkundauzes to be stationed in their village, to protect them from Mr. Mackenzie's people, who were about to plunder their village, out of revenge for not sowing Indigo. Being at the time inexperienced, he applied for advice to Mr. Montresor, the Magistrate of the District, who wrote in reply : " By all means send two Burkundauzes to prevent Mr. Mackenzie's people bullying the Ryots ;" and he submits that this shows that whatever Mr. Dunbar may have heard of Mr. Mackenzie's character, Mr. Montresor was not altogether of the same opinion, or he would not have sanctioned his sending Burkundauzes to protect the Ryots against his people, upon the mere petition of the former, and without requiring any proof; and that whenever application was made on Mr. Mackenzie's part for protection against Ryots bent upon offering personal violence, similar orders have been issued by him.

The last year a man of the name of Nobin Chunder Ghose, in combination with others, brought a false complaint against him and his servants. Finding that he would be unable to prove the case he wrote to him (Mr. Mackenzie), saying that if he would protect him from the other Ryots, he was willing to

8. In this case the Deputy Magistrate has not the *nuthee* to refer to, but he rests his defence on Mr. Mackenzie's own version of it. " In my opinion it does not appear that, because a man thought proper to withdraw his complaint, he should be punished for false complaint. Moreover no attempt

compromise the matter. He agreed, and the case was accordingly compromised: this year the same man put in petitions that he, Mr. Mackenzie, wished to sow their lands forcibly. The Deputy Magistrate, without taking their statements on oath, granted them Chupprassies to protect them from his alleged tyranny. These very Ryots have now sown their Indigo, and no notice has been taken of the false complaint made by them both this year and last.

That when his (Mr. Mackenzie's) Ryots first leagued together this year not to sow Indigo for him, he wrote to the Deputy Magistrate telling him of the circumstance, and warning him against the men who were conspiring against him; that the Deputy Magistrate took no notice whatever of his letter; but when these very men, against whom he had warned him, came and presented petitions complaining of oppression on his part, he, without inquiry into the matter, or taking their statements on oath, issued Perwannahs to him (Mr. Mackenzie) threatening to send for him and take a *mochulka*.

was made by Mr. Mackenzie to prove that the plaint was a false one." In explanation of his proceedings *this* year, he states that it not being known to him that the man had complained falsely against Mr. Mackenzie, and no objection being made by Mr. Mackenzie's Mookhtar at the time, he saw no impropriety in ordering his Police to protect the Petitioner from oppression. That notice of what he had done was communicated to the Magistrate of the District, who made no remark upon it. That Mr. Mackenzie himself never alleged to him that the complaint was a false one.

9. In reply to this, the Deputy Magistrate states that he received no letter from Mr. Mackenzie before the presentation of the petition of complaint against him. That his orders were passed on the petition on the 27th of March, and on the 1st of April Mr. Mackenzie's Mookhtar delivered the letter which, however, was dated the 25th March, at Jingergatcha, a place only 24 miles distant; that he cannot explain the delay, but had no cognizance of the letter until three days after the passing of the orders complained of. That moreover the names of the parties presenting the Petition are not those given in Mr. Mackenzie's letter; that he took no further notice of

the letter than to file it, because it contained no specific complaint against any body and was not on stamped paper.

10. I think that, on the whole, the Deputy Magistrate has fairly answered all the allegations brought against him by Mr. Mackenzie. With regard to the style of address there seems to have been a great difference of practice, and the Deputy Magistrate has proved that he did not intend to show any want of courtesy on the present occasion. To put an end to the diversity of practice now existing, and occasion of complaint arising therefrom, it would perhaps be well if the Sudder Court were requested to issue suitable instructions to all Magistrates on the point in question.

11. With regard to the practice alleged against the Deputy Magistrate, of affording undue countenance to the Ryots by issuing threatening Perwannahs and ordering Burkundauzes to the village for the protection of the Ryots, whenever a petition of apprehended violence is put in, I have somewhat more to say. The Magistrate of Nuddea, his Assistant, and the Joint Magistrate of Baraset, have all looked into the cases quoted against the Deputy Magistrate by the gentlemen who have complained, and all agree that he has unwittingly caused injustice to individuals by these orders. It is not to be denied that the Ryots frequently require protection from the violence of Indigo Planters, determined that, cost what it may, Indigo shall be sown in a certain village; but it is equally true that the Ryot after taking advances, and agreeing to cultivate Indigo, is too ready to avail himself of any subterfuge and defraud the Planter of his advances. The Deputy Magistrate says that it has been ruled that, under such circumstances, the Planter must have recourse to the Civil Courts, but there is no necessity for him to encourage the Ryot in his fraudulent attempts, to call upon the Deputy Magistrate to depute Policemen to the spot in order to prevent violence, unless he really has reason to believe that violence will take place if he omits to do so. The Assistant Magistrate of Nuddea remarks as follows :—

"4. It does not require much knowledge of the Native character "to know that if a Ryot who has taken advances can find any way in "which he can break his engagement with impunity, he will most "assuredly take advantage of it, and this is what the Ryots appear to "have done in the case under review; for of course when they knew

" that they had a Burkundauz in the village to protect them, they would " construe any attempt of the Planter to get his Indigo sown into an act " of oppression; and from the fact of the Deputy Magistrate appointing " a Burkundauz to remain in their village whenever they asked him to " do so, the Ryots naturally supposed that he (the Deputy Magistrate) " was siding with them against the Planters; this is seen from the " results, for not only have the Ryots refused to sow, but in a great " many instances they have broken up the Indigo which they had sown.

" 5. I am far from thinking that the Deputy Magistrate ever ima- " gined that such would be the result of his orders; on the contrary, I " think that all that he did was done with the best intentions; that " he was not biassed against the Planters, but that his great ob- " ject was to prevent any breaches of the peace in his jurisdiction, and " to protect the Ryots from the Planters who he imagined were going " to oppress them; but at the same time he seems to have lost sight of " the fact that the Planters had as much right to protection as the " Ryots, and that his orders would have the effect of preventing those " Ryots sowing who were legally bound to do so."

12. Speaking of Mr. Larmour's complaints, the Magistrate of Nuddea says:—

" 5. The orders of the Deputy Magistrate upon the petitions of the " Ryots are not so faultless. Without requiring the Ryot to swear to " the truth of his complaint, an order is recorded in which the oppres- " sion of the Planter is assumed, and he is informed that if he does not " desist from collecting armed men to coerce the Ryots, he will be " summoned in person for the purpose of being bound down to keep the " peace.

" 6. Burkundauzes are at the same time deputed, not to prevent either " party from committing a breach of the peace, but to protect the Ryot " from the aggressions of the Planter.

" 7. The order of the Deputy Magistrate upon the report of the " Darogah of Kaguzpookeria, in a case of Mr. Larmour, appears injudi- " cious. The Darogah reported that Mr. Larmour had not collected an " illegal assembly of armed men at Bagancharah. The Deputy Magis- " trate, if he doubted the truth of this statement, might have tested it " in any way he thought desirable; but he should not, without proof, " have recorded in an emphatic manner that the Darogah was not to be " believed, and that he was colluding with Mr. Larmour.

" 8. The style of the Perwannahs addressed to the Planters by the " Deputy Magistrate is obviously objectionable, and his explanation is " not satisfactory.

" 9. I am inclined to believe that the Deputy Magistrate is not " influenced by improper motives; that he is desirous to perform his " duties in good faith and to the best of his judgment. But he has " shown a want of discretion which has led to consequences which must " be deplored, and which cannot easily be remedied."

13. The Joint Magistrate of Baraset, who inquired into the cases which occurred in his jurisdiction, states :—

" 6. The Deputy Magistrate, in his explanation, states that he has " only followed the usual course in giving the Peechlapole Ryots the " Muddud Burkundauz; that he knew nothing of the circumstances " under which the petitions were presented, and that Mr. Larmour has " suffered no loss from any orders passed by him. With regard to the " petition of the Kooshadangah Ryots, that he knew nothing of the ad- " vances made to them, nor the Indigo having already been sown; and " that Mr. Larmour's Mookhtar brought nothing to that effect to his " notice when the petition was presented. That he promptly despatched " his Mohurir at the request of Mr. Larmour to inquire into the fact " of the Indigo having been sown, but passed no order upon the " Mohurir's report, because he had not actually seen the Indigo being " ploughed up, nor obtained any evidence that such was the case. The " Deputy Magistrate however admits that he was satisfied the Indigo " was being broken up, and he states that he verbally told Mr. Larmour's " Mookhtar to bring forward his proof.

" 7. I do not believe for a moment that the Deputy Magistrate ever " intended to encourage the Ryots in not completing their engagements " with the Factory, although his orders have certainly had that effect, and " the loss to the Factory has been considerable. I am sorry to say, how- " ever, that I do not think he has acted judiciously in the matter. The " greater number of those Ryots are Feerazees, a very troublesome set " of people, and he should have been very cautious how he dealt with " them. The villages of Kooshadangah and Peechlapole are within " three miles of his cutcherry, and he might easily have ascertained " either from personal inspection or from inquiry the truth or other- " wise of the complaint made by the Ryots before granting the Mud- " dud Burkundauzes. This was doubtless an error in judgment on

"his part, but when he became aware that these Feerazees were taking "advantage of his orders, and were actually breaking up the Indigo "plant, he should at once have taken measures to undeceive them, "and to prevent the destruction of the plant. In the latter part of "the fourth paragraph of his explanation the Deputy Magistrate says— "'and how could my order on the petition of the Peechlapole people, "'granting them a Muddud Burkundauz, which was actually passed on "'the 23rd, have encouraged the Kooshadangah men to petition a day "'earlier, *i. e.* on the 22nd, is also a mystery to me.' This is not strictly "correct, for the order *to give* the Peechlapole Ryots the Muddud Bur- "kundauz is dated the 21st April, although it was not actually given "until the 23rd idem."

14. It is clear from the above that the Deputy Magistrate has, in his desire to protect the Ryot from oppression, and by resorting too readily to the practice of deputing Police Officers to protect Ryots, without sufficient inquiry into the merits of the case, fallen into the error of overlooking the just claims of the other side.

15. Abdool Luteef is however a very intelligent and conscientious public Officer, and I have no doubt that the injustice which he has unintentionally caused in some of the cases now brought under review will be a warning to him to avoid similar errors in future.

16. The enclosures of your letter are herewith returned. I have not thought it necessary to trouble the Lieutenant-Governor with the letters of the Magistrates and Deputy Magistrates, but if required they shall be sent in without a moment's delay.

From W. GREY, Esq., Secretary to the Government of Bengal, to the Commissioner of the Nuddea Division,—(No. 1389, dated the 14th June 1854.)

SIR,

I AM directed to acknowledge the receipt of your letter dated the 7th instant, reporting the result of the inquiries which you were instructed to institute in my letter of the 12th ultimo.

2. The Lieutenant-Governor desires me to say that he thinks the inquiry has been promptly, and at the same time carefully and impartially made, and that the acknowledgments of Government are due to all the Officers concerned in it.

3. The Lieutenant-Governor is not disposed to differ from the conclusion at which you have arrived, as reported in the 14th and 15th paragraphs of your letter.

4. It is clear to His Honor however, that without imputing to Moulvie Abdool Luteef anything worse than a great want of caution and judgment, a neglect of usual courtesy and some appearance of prejudice, he has so conducted himself in a District largely devoted to the cultivation of Indigo as to render it on the whole desirable that he should now be employed elsewhere.

5. The Lieutenant-Governor proposes therefore to take the opportunity of Baboo Kissory Chand Mitter's appointment to the Junior Magistracy of Calcutta, to transfer Moulvie Abdool Luteef to the Sub-Division of Jehanabad.

From W. GREY, ESQ., Secretary to the Government of Bengal, to W. F. FERGUSSON, ESQ.,—(No. 1368, dated the 14th June 1854.)

" SIR,

IN continuation of my letter dated the 12th ultimo, I am directed by the Lieutenant-Governor to send you the accompanying Extract* of a communication made this day to the Commissioner of the Nuddea Division.

* Paras. 3 to 5.

No. III.

From F. GOULDSBURY, Esq., Commissioner of the Rajshahye Division, to the Secretary to the Government of Bengal,—(No. 402, dated the 3rd November 1854.)

SIR,

I HAVE the honor to submit for the consideration of the Lieutenant-Governor, copy of a Report No. 90, dated the 26th ultimo, from Mr. Beaufort, the Joint Magistrate and Deputy Collector of Pubna, on the expediency of re-enacting a Law for enforcing the execution of contracts relating to the cultivation and delivery of the Indigo plant.

2. Mr. Beaufort, after describing what he considers to have been the effects of rescinding Sections II. and III. of Regulation V. of 1830, recommends the re-enactment of these Rules, but I am not prepared to support his recommendation. I am inclined to think that the interests of Indigo Planters are sufficiently protected by the unrepealed Sections of Regulations VI. of 1823 and V. of 1830, and by Act No. X. of 1836, and I see no sufficient reason for making a breach of contract for the cultivation of Indigo a criminal offence (as was done by Section III. Regulation V. of 1830) when according to the general principles of Law it cannot be considered such. If the Section in question were to be re-enacted, it would be held by the Company's Courts to be *both* a civil and criminal offence, and the Planter, besides having the option of instituting a summary suit against the Ryot, would be enabled to get him imprisoned for one month for a misdemeanour. The cultivation of Indigo may be, and no doubt is, a benefit to the country, but I can scarcely think that such extraordinary and anomalous measures are required for the protection of the interests of those who embark their capital in that speculation.

From F. BEAUFORT, Esq., Joint Magistrate and Deputy Collector of Pubna, to the Commissioner of the Rajshahye Division,—(No. 90, dated the 26th October 1854.)

SIR,

WHEN the Lieutenant-Governor visited this Station, he desired me to make a report to him, through you, regarding the expediency of re-enacting a Law for enforcing the execution of contracts relating to the

cultivation and delivery of Indigo plant. I have since then made inquiries on the subject from various persons, and I have now the honor to furnish you with the conclusions which the information so obtained, and my own experience, have enabled me to draw.

2. You are aware that Section III. Regulation V. 1830 made the evasion by a Ryot of his Indigo contract punishable by a Magistrate, in the same way as similar evasions of other contracts are punishable under Section V. Regulation VII. 1819; and that this provision was rescinded by Act XVI. 1835. The result of that rescission was and is, that if the Ryots break the conditions of their agreements by a fraudulent transfer of the produce of their land to another person, or by refusing to cultivate the land with Indigo, the aggrieved Planter has no resource but what is to be found in the provisions of Regulation VI. 1823 and Act X. 1836. But experience has shown that this is insufficient. The observation contained in the preamble of the former of the last-quoted enactments is still applicable to the case with the alteration of only one word. The system at present in force provides, as above observed, no other remedy for parties injured by this dishonest practice than by a [Summary] action in the Civil Court. The difficulty and delay of obtaining redress by that course have not unfrequently led to acts of violence, and even to serious affrays.

3. The Magistrate can in no way interfere, for if the Planter brings a suit before him under Act IV. 1840, as having a *quasi*-possession of the land, as obtained through advances in money and seed for its cultivation, he cannot interfere, since the Sudder Court have expressly ruled that the Ryot who has cultivated, and not the person who has made advances, is to be held to be in possession of the land; and that the lien or interest which the Planter holds under Section II. Regulation VI. 1823 should not be considered in such case.

4. In 1835 the Legislature had ceased to shadow forth in a preamble the reasons which had led to any enactment, and therefore it is not apparent why the rules of Regulation V. 1830 were rescinded; whether any inconvenience had been felt in practice from abuse of the power conferred, or other cause; or whether the Legislature of the day considered that any principle of Law was contravened by those provisions. But as far as I can learn, there were very few complaints and very few convictions under it. It was originally enacted at the time of the great failures among the Mercantile houses in Calcutta. The Planters were all

heavily in debt to those houses, and were much distressed for funds. When Palmer and Co. failed, the Native Zemindars took advantage of the consequent panic to induce the Ryots to break off all their engagements with the Planters, who at that time could not hold estates in their own name. This state of things was represented to Government by Planters; and probably Lord William Bentinck saved Indigo property in Bengal from utter destruction by passing the Regulation in question.

5. I am assured by old Planters that the effect of it was merely to keep matters quiet. The Zemindars ceased to instigate their Ryots to break off their contracts; and the Planters feeling themselves more secure were enabled to carry on their Concerns without having recourse to the compulsion and physical force to which the state of affairs had driven them. There was no complaint, they say, of oppression arising from the Law; and they are not aware of the reasons which led to its repeal. Its enactment produced no evil; while its rescission has sown the seeds of numberless quarrels, from which has sprung a full harvest of assaults, plunderings, illegal detentions and affrays.

6. But the question for present consideration is, whether a Law of this kind be now required or not; and whether it would be productive of more good than evil. That its provisions will be to some extent abused, that there are men among the Planters who will not scruple to take a dishonest advantage of it, is not to be denied. But this is not a sufficient reason for refusing the prayer of the large body of honorable men who do not, and will not, have recourse to such fraudulent practices. For there are many Laws of which rogues make daily use, but which cannot on that account be taken out of the books. A forged bond is the common weapon of enmity; but the Courts cannot refuse on that account to enforce those which are not fraudulent. Not admitting therefore this plea against the enactment, I proceed to investigate the arguments in its favor.

7. In the present state of the Law, if the Ryots who have taken advances, refuse to act up to their contracts, the Planter has no other remedy than a civil suit. It will hardly be denied that this is in fact no remedy at all. The civil prosecution of a large number of Ryots involves a large expenditure, the greater portion of which can never be recovered. It is also a tedious process, although called summary, during the progress of which the Planter sustains additional loss. We find therefore that very few cases of this nature are instituted, although breach of contract is of frequent occurrence. In lieu of it, the Planter has recourse

to physical force, the consequences of which are injury and oppression with affrays.

8. But the reason for this frequent breach of contract is not to be found among the Ryots. They can find no ultimate advantage in not fulfilling their engagements. It is the Zemindars who instigate them to evade their agreements, and who make use of the tremendous power they possess to prevent the cultivation of Indigo in whole villages and sometimes in whole Estates. The Ryots are always glad enough to take advances because it gives them the means of paying their rents, and for the same reason the Zemindars do not interfere before the time has arrived for sowing. It is well known that the agents of the landholders are at hand to receive the rents when the advances are being made, and are often present in the Planter's cutcherry for that purpose. The money thus secured by the Ryot and placed to his credit, he has no objection to throw the Planter overboard, provided he has some powerful person to back him and save him from his vengeance. There is no doubt but that he has, whether reasonably or unreasonably, a great aversion to Indigo. He believes there are many other crops which yield a more certain as well as a larger profit. I have heard Planters argue the contrary and produce proofs of it, but the idea in the Ryot's mind remains the same. When, therefore, he is desired by the agent not to cultivate any Indigo, on pain of the Zemindar's displeasure, he sees no profit in refusing obedience. He has pocketed the advances; he knows that his landlord has ample power to oppress him, and he hopes that he will secure him from the Planter. He has no hesitation in signing an *ekrar* to break his contract.

9. Probably the Planter hears nothing of what is going on; appearances are kept up; a shower of rain falls, and the Takadgeer is immediately sent to the spot with the seed. Then the disturbance commences; the Takadgeer is obliged to run, and the seed is destroyed. The next day the Planter is told that, instead of the lands being sown when the opportunity offered, the Ryots have with one accord repudiated their advances, turned his servants out of the villages, and filled the lands with Dhan.

10. What is he to do? There is no remedy to be found in the Law; a great loss is impending over him; and there are only two ways of avoiding it. He must either use physical force and compel the Ryots to fulfil their contracts at the point of the stick, or he must come to

terms with the Zemindar, if indeed that be possible; that is to say, he must make large presents to the Zemindars' Omlah, and pay black mail to the man himself under the plea of old rents which in fact he does not owe, or take leases of the villages on losing jummas.

11. If the Bill which has lately been read in the Legislative Council becomes Law, a recurrence to the Lattial system will expose him to heavy punishments; and he will be entitled to claim the enactment of some other Law which will really protect his interests from losses of this kind. But even under the present Law, the appeal to physical force is attended with great expense and great annoyance in many ways. For the sake of peace, therefore, many Planters consent to the Zemindars' exactions, if not too immoderate. The consequence is, that the Law in some measure assists the Zemindar in levying what is in fact a heavy tax, and adds so much to the difficulties and expense of planting, repressing the commerce of the country in one of its most valuable products. And it must be remembered that the large amount of ready money annually expended by the Planters has a very material effect on the Revenues of the country.

12. But it may be that the Zemindar will not consent to any terms; he may have a personal feeling to gratify in destroying the cultivation of a Concern; he may refuse to lease his villages to the Planter on any terms; and at the same time prevent his Ryots from growing Indigo. And I beg to say that I have seen instances of this. In such case if the Zemindar has large estates, in which an Indigo Concern has been cultivating for years, he has it in his power to injure it in a very serious degree. In fact, he is sometimes able to shut up one or two of the Factories.

13. To obviate these difficulties the Planter is always willing to obtain landed property if possible. He rarely has the opportunity of getting anything better than a Putnee; generally he must be content with a short lease. But for either he must pay very high, and agree to a rent on which he will suffer a yearly loss. To this he will submit readily, if within his means; and is liberal in the settlement, because he finds a great profit in it in freedom from quarrels, and in the power which it gives him over the Ryots.

14. The proposed re-enactment would provide a remedy for much of this, and prevent the undue interference of the Zemindar. If the Ryots can be brought to immediate punishment, the breach of contract

will be a rare occurrence. The Planter will not spend money in vain; the Zemindar will be obliged to have recourse to the not illegal exercise of his power over his Ryots in preventing them from taking advances, instead of first taking and then repudiating them; and the frequent disturbances between the two will cease to occur.

15. But if such an enactment is to be made Law, we must provide against the probable abuse of it by unscrupulous men. The general tone of the Planters has improved of late years; and the present body contains men of higher principle than formerly. But in legislating you make a Law applicable to all cases and all classes; and you cannot depend on individual character. Planting is carried on by Natives as well as Europeans, by men of evil as well as of good repute. Jessore and Nuddea especially are studded over with shut-up Factories, in almost all of which there are large outstanding balances against the Ryots, under the name of advances. For in balancing the account of the Ryot at the close of the season, it is frequently the custom to pay for the Indigo brought to the vats without deducting the advances made, and thus to leave a balance against him which is still called an advance.

16. No contract therefore ought to be valid beyond the current season. Each Indigo year should have its own contracts duly executed at the time the advances are made. They should specify the amount of advances, the extent of land which the Ryot contracts to cultivate, and the boundaries of each field which is to be cultivated: and every contract ought to be registered in the presence of the Planter, or his agent, and the Ryot.

17. This would raise a difficulty in regard to the Offices of Registry; for neither could the Planter and the Ryots find time to attend at the Sudder Station for this purpose, nor could the former afford to pay for each of some hundreds of contracts the sum which it costs now to register any document, whether of small or of great importance. Registrars must be provided near at hand, and the charge must be fixed very low.

18. In the vicinity of the Sudder Stations, or of the Head-Quarters of Sub-Divisions, such contracts might be registered before the Collector or Magistrate, or the Officer in charge of the Sub-Divisions. But in more remote positions it will be necessary to appoint respectable Natives, who should at the same time be made liable to severe penalties for any misfeasance. And in all cases every contract registered should be forwarded for record to a central Office within a limited period. Such

subordinate Registrars should not be allowed to take Mokhtarnamahs; though they might admit general powers of attorney accepted by the regular Courts. Everything should be done by the parties contracting in person and on the spot, so as to give the greatest possible publicity to the proceeding. These subordinate Registrars would be of the same class as the Sale Commissioners appointed under Act I. 1839: and I think the expedient would be found to answer.

19. On the whole, it seems to me that the original rule of Regulation V. 1830 might be re-enacted without danger to the public, and with much advantage to parties engaged in the cultivation of Indigo. And it certainly appears to me that every just facility should be given to persons engaged in a branch of commerce so important in itself, and which is so beneficial to the country at large.

Circular, from the Secretary to the Government of Bengal, to the Commissioners of Revenue and Circuit, Patna, Bhaugulpore, Dacca, Chittagong, Nuddea, Burdwan and Cuttack Divisions, the Commissioner of Chota Nagpore, the Civil and Sessions Judges, and Magistrates of Jessore, Nuddea, Rajshahye, Moorshedabad, Pubna, Midnapore, Tirhoot and Purneah, W. TAYLER, ESQ., Judge of Shahabad, S. BOWRING, ESQ., Judge of Dacca, C. STEER, ESQ., Judge of Backergunge, J. S. TORRENS, ESQ., Judge of 24-Pergunnahs, G. U. YULE, ESQ., Offg. Judge of Rungpore, and H. ATHERTON, ESQ., Offg. Judge of Sarun,—(No. 3079, dated the 14th December 1854.)

SIR,

I AM directed by the Lieutenant-Governor to forward to you a copy of the letter noted on the margin, relating to a question of re-enacting a Law for summarily enforcing the execution of contracts entered into for the cultivation and delivery of Indigo plant, and to request that you will favor the Lieutenant-Governor with your opinion regarding the suggestions made by Mr. Beaufort.

Letter from Commissioner of Circuit, Rajshahye Division, No. 402, dated the 3rd November 1854, with one enclosure.

From A. C. BIDWELL, ESQ., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal,—(No. 4, dated the 4th January 1855.)

SIR,

I HAVE the honor to acknowledge the receipt of your letter No. 3079, dated 14th ultimo, forwarding copy of a letter from the Commissioner of the Rajshahye Division, No. 402, dated 3rd November 1854,

with its enclosure, and requesting that I will favor the Lieutenant-Governor with my opinion on the suggestions made by Mr. Beaufort.

2. Mr. Beaufort's suggestion is, that the rules of Sections II. and III. Regulation V. of 1830 be re-enacted, with a view of enforcing the execution of contracts relating to the cultivation and delivery of Indigo plant, to which Mr. Gouldsbury objects that the interests of Indigo Planters are sufficiently protected by the Law still in force, and that there is no sufficient reason for making a breach of contract to cultivate Indigo a criminal offence, when according to the general principles of Law it cannot be considered such.

3. I cannot agree with Mr. Gouldsbury in thinking that the interests of Planters are sufficiently protected by the Law in force ; proof to the contrary exists in the notorious fact that Planters are constantly driven to resort to physical force, in order to obtain their rights from the Ryots, the peculiar nature of the cultivation of Indigo being such that ruinous loss to the Planter ensues if immediate advantage is not taken of occurrences of suitable weather for sowing.

4. Besides, the primary object of the proposed Law is not to protect the interests of the Indigo Planter, but to preserve the peace. The Indigo Planter is a man of energy, and, if the Law will not protect him, will protect himself by threats and violence; and will continue to do so, however stringent may be the provisions of the Law proscribing the entertainment of Lattials, &c. Under such circumstances, it is surely not opposed to the general principles of Law to afford, even by special enactment, that protection to the Planter which the nature of his calling renders necessary, and which is so essential that if withheld it inevitably leads to a breach of the peace.

5. It is not the overbearing character of the European which leads him to resort to violent means to protect his interests in the cultivation of Indigo, but the peculiar nature of that cultivation. Europeans are engaged all over the country in general agricultural pursuits, but I have never heard it said of them that they were more prone to violence than any other class of the community, in defending their rights, when an Indigo crop is not concerned.

6. But there *are* certain contracts the breach of which is by the present Law constituted a misdemeanor, see Section V. Regulation VII. of 1819. If I make a contract with certain workmen to construct a fence round my field, the breach of that contract on their part is a

misdemeanor punishable with a month's imprisonment. Why should not a contract to raise a crop of Indigo in the field itself be entitled to the same protection, especially when the ordinary resources of the Law are so impotent to protect me that I am driven to break the Law in order to obtain my just rights.

7. I am labouring under the same disadvantage with Mr. Beaufort as regards knowledge of the grounds which led to the enactment of Act XVI. of 1835. But I have never heard that the provisions which it repealed (those of Sections II. and III. of Regulation V. of 1830) were abused.

8. At the same time, I agree with Mr. Beaufort that precautions should be taken against their abuse if re-enacted, and would make the proposed enforcement by penal measures of the contract conditional upon the previous Registry of that contract.

9. The present state of the Law of Registry renders this impracticable. But I trust that the time is not far distant when the universal Registry of deeds will be insisted on—the fee being reduced to 8 annas, and every Moonsiff constituted a Registrar. This is a measure which I think urgently demanded.

From E. A. SAMUELLS, ESQ., Commissioner of the Cuttack Division, to the Under-Secretary to the Government of Bengal,—(No. 128, dated the 12th January 1855.)

SIR,

I HAVE the honor to acknowledge the receipt of your letter No. 3079, of the 14th ultimo, forwarding for my opinion copies of letters from the Commissioner of Rajshahye and the Joint Magistrate of Pubna, relative to the re-enactment of a Law for summarily enforcing, through means of the Criminal Court, the execution of contracts for the cultivation of Indigo.

2. I agree with Mr. Gouldsbury that such a Law is uncalled for by any specialties of the Indigo trade. The Indigo Planter has already an amount of protection afforded him by the Civil Law, in his dealings with the cultivators, which has not been conceded to any other class of manufacturers or agriculturists; and I am strongly impressed with the opinion that it is this system of protection which has encouraged the lax and reckless contracts, of the frequent evasion of which the Planters now complain.

3. It is to be observed that these complaints proceed principally from the Bengal Planters. In Tirhoot, before a Planter advances money to a Ryot, he secures a long lease of the lands from the Zemindar, and makes a friend of him by paying him a heavy *peshgee*. In the same way Merchants who advance for rice and other agricultural products, take care either to deal with responsible parties, like the Mahajun or the Zemindar, or to take security for the fulfilment of the contract on the part of the Ryot. The Bengal Planters not only neglect these ordinary mercantile precautions, but they are in the constant habit of making advances without security, to the Ryots of Zemindars from whose co-operation they know they have nothing to expect, and of whose enmity they are in many cases aware. Men who act in this way cannot be said to trade; they gamble, and, but for the Law which makes a distinction between their contracts and those of other traders, they would pay a much more severe penalty for their rashness than they do.

From H. STAINFORTH, ESQ., Commissioner of the Chittagong Division, to A. W. RUSSELL, ESQ., Under-Secretary to the Government of Bengal,—(No. 33, dated the 13th January 1855.)

SIR,

I BEG to acknowledge your letter No. 3079, of the 14th ultimo, and to submit the following remarks on the recommendations of Mr. Beaufort, for the consideration of the Hon'ble the Lieutenant-Governor.

2. The relative position of the parties, whose interests are involved in Mr. Beaufort's recommendations, seems to be as follows:—

3. The Planter's Factory is surrounded by the land of other parties, on which Indigo must be raised for him, or he must close his Factory erected at great expense.

4. If he can obtain a lease of it from the Landholder, little power is left to oppose what he is able and ready to bring to bear on the Ryot, and matters proceed generally in conformity with his will. But it often happens that a Landholder asks a higher rent than the Planter is willing, or perhaps able, to pay; or he is indisposed, from some cause or other, to let his estate to the Planter, and thus no lease is effected.

5. The Planter is then driven to deal with the Ryots, without the powers and influence which a lease from the Landholder would have given him. Moreover the Zemindar, disappointed in not obtaining the jumma which he asked; or owing the Planter a grudge; or averse to

having his estate covered with a crop which he cannot sell in distraint for rent due to him; or unwilling to be supplanted in the influence which, as Landlord, he thinks himself entitled to hold among the tenantry of his estate; or perhaps even desirous of protecting his tenants from the oppression which Planters invariably and necessarily exercise more or less, of course thwarts the Planter as much as possible.

6. The Ryots generally have a hard time of it under the Planters. They know that when a shower falls they must be compelled to assist in cultivation, or the opportunity for sowing will be lost; that when a river rises, they must be compelled to assist in cutting the crop, or it will be destroyed by the water, and they feel that they had much better go on *more majorum* cultivating other crops which Mr. Beaufort admits to be more profitable than Indigo; but some are tempted by advances to execute engagements, while others have engagements written out in their names and advances forced upon them, or not given at all. Such contracts are of course readily broken, and no great influence, if any, on the part of the Zemindar seems necessary to induce the Ryots to break them.

7. This I believe to be the real state of the case, and it is clear on the premises that the cultivation of Indigo in Bengal is in a false position; and that it can only be carried on with any degree of fairness when the interests of Planter and the Ryot are, in some measure, assimilated by their standing, in respect to each other, in the relation of landlord and tenant, in which relation it would be more impolitic on the Planter than it is at present to lessen the income and resources of the Ryots.

8. Mr. Beaufort sees danger of fraud, and he would appoint persons to register the contracts near the Factories, as a protection to the Ryots, but *quis custodiet ipsos custodes?* It requires no special power of prescience to say, with certainty of correctness, that, even as the Sale Commissioners are the ready tools of the Landholder's oppression, these proposed Registrars would be willing instruments to wink at the personation of any number of Ryots by any single servant of the Indigo Planter. Such registration, as protection, would be wholly illusory. If it would have any effect, the effect could only be pernicious.

9. I need scarcely add, that until I came to the conclusion that the weak and poor, who form the great mass of the population, should be made weaker and poorer for the benefit of a small body of men, many of whom are very unscrupulous and oppressive, I am not likely to concur in Mr. Beaufort's recommendations.

From W. DAMPIER, ESQ., Commissioner of the Patna Division, to W. GREY, ESQ., Secretary to the Government of the Bengal,—(No. 1197, dated the 18th January 1855.)

SIR,

I HAVE the honor to acknowledge the receipt of Mr. Under-Secretary Russell's letter No. 3079, of the 14th December last, with its enclosures, requesting my opinion regarding the suggestion made by Mr. F. L. Beaufort, Joint Magistrate of Pubna, for the re-enactment of a Law similar to the rescinded parts of Regulation V. of 1830, making a breach of contract for the cultivation of Indigo punishable as a misdemeanor.

I am not prepared to support such a proposition, which would be a retrograde step in legislation. The entire system of advances in Bengal, as described in the preamble to Regulation VI. of 1823, is an evil one, and I can see no more reason for declaring a breach of contract for the cultivation of Indigo punishable as a criminal offence than for declaring the same punishment for the breach of contract for the cultivation of any other produce.

I have always understood that the cultivation of Indigo was not generally remunerative to the Ryots, and might be considered more or less compulsory. The advances are sometimes as recklessly given as received, the Planter trusting to his own means of enforcing the cultivation, which he knows the Ryot will, if possible, evade. It would be almost impracticable, as proposed by Mr. Beaufort, to separate the Hal from the Bakya advance. Factories are worked on the outstanding balances with additional advances, and the result of Mr. Beaufort's plan would be, in the Ryots being annually made to give an acknowledgment of having received the whole sum Hal and Bakya.

Since British subjects have been competent to hold lands in India they have, by means of purchasing estates or taking farms where they cultivate Indigo, acquired the legitimate influence of property over the cultivators, and I have understood that in many such properties the system of making advances is gradually falling into disuse. In such estates besides the *neizjote* of the Proprietor, the Ryots of the village each cultivate a portion of their lands, according to the extent of their holding or its fitness for such cultivation, with Indigo, and the value of the crop as delivered at the Factory is credited to the rent of their remaining lands. Under this plan, it is the interest of the Ryot to produce

as good a crop as he can, whilst it is advantageous to the Planter, as he manufactures his Indigo at a much less direct outlay of capital than under the advance system, and is not obliged to resort to usurious loans.

I consider Mr. Beaufort's suggestion as bad, it tending to protect and perpetuate a system which is an evil, and to place the Ryot in a state of subjection to the Planter in which he ought not to be continued by any legal enactment.

From C. T. DAVIDSON, ESQ., Commissioner of the Dacca Division, to the Secretary to the Government of Bengal,—(No. 45, dated the 26th January 1855.)

SIR,

I HAVE the honor to acknowledge the receipt of your letter No. 3079, dated the 14th ultimo, forwarding for my opinion copy of some suggestions made by the Joint Magistrate of Pubna, on the subject of summarily enforcing contracts for the cultivation and delivery of Indigo plant.

2. Mr. Beaufort's Report contains the following suggestions :—

1*st*. He advocates the re-enactment of the Rules contained in Regulation V. of 1830.

2*ndly*. He suggests that each Indigo year should have its own contracts, that no contracts should extend beyond the current year, and that such contracts ought to be registered.

3*rdly*. He recommends the establishment of local Registry Offices, and great reduction in the Registry fee required by Regulation XX. of 1812.

3. The Rules proposed to be re-enacted are, I presume, those contained in Section III. Regulation V. of 1830, for although by Act XVI. of 1835, Section II. of that Law was also rescinded, it was again revived by Section III. Act X. of 1836. The Section to be re-enacted makes a breach of contract to cultivate and deliver Indigo a criminal act, punishable by imprisonment.

4. It cannot be denied that the cultivation of Indigo is a fruitful source of the serious affrays which are of frequent occurrence in those Districts wherein the manufacture of Indigo is carried on. I have no doubt that the protection which would be afforded to the Indigo Planter by the re-enactment of Section III. Regulation V. of 1830, would materially reduce the many breaches of the peace arising out of evasion of contracts by Ryots

who have received advances for the cultivation of Indigo. For the suppression of affrays a most stringent Bill is under the consideration of the Legislature, and if special legislation is to be resorted to for the repression of breaches of the peace it may be fairly asked why should it not be extended to the removal of an evil which is one of the chief promoters of them.

5. The suggestion of confining Indigo contracts to one year appears to me to be an excellent one, and the benefit of a summary investigation should be restricted to claims and disputes belonging to the current year only, as in suits for land rent.

6. The establishment of local Registry Offices, merely for recording Indigo contracts, is a plan which could not be carried out without considerable difficulty.

From G. J. BROWN, ESQ., Commissioner of the Bhaugulpore Division, to the Secretary to the Government of Bengal,—(No. 83, dated the 24th February 1855.)

SIR,

I HAVE the honor to acknowledge the receipt of Mr. Under-Secretary Russell's Circular No. 3079, dated the 14th December last, with enclosures, regarding the propriety of re-enacting a Law for summarily enforcing the execution of contracts entered into for the cultivation and delivery of Indigo plant.

2. As far as I can learn from inquiries made by me on the subject, there is no occasion for reviving the penal enactments of Regulation V. 1830 in this Division, and I quite agree with the Commissioner of Rajshahye in considering that such anomalous measures are not required for the protection of Indigo Planters. The only plea which can be urged for Magisterial interference in such cases, is the dilatoriness of Civil Court, and the proper remedy for the evil complained of should therefore be directed toward simplifying the processes of the latter instead of extending the powers of the former.

3. Act XVI. of 1835 does not assign any reason for rescinding the provisions of Sections II. and III. Regulation V. 1830, though doubtless Government had at that time good grounds for repealing the then existing Law; and I respectfully submit that a reference to the proceedings of the Legislative department of that period may probably suffice to refute all the arguments now advanced by Mr. Beaufort in favor of the former practice.

From W. H. ELLIOTT, ESQ., Officiating Commissioner of the Burdwan Division, to the Secretary to the Government of Bengal,—(No. 33, dated the 22nd March 1855.)

SIR,

IN reply to your Circular of the 14th December last, No. 3079, regarding the re-enactment of Section III. Regulation V. of 1830, which rendered a breach of contract for the cultivation of Indigo a criminal offence, I have the honor to submit, with all deference, the following remarks:—

2. The whole system of cultivating of Indigo in Lower Bengal is so radically bad, that I believe there are few Planters who are not compelled at times to resort to violent measures, which their better feelings disapprove, for the preservation of their Factories from ruin. I do not here allude to those acts of gross injustice and open violence which admit of no palliation; but I know from personal experience that Planters, who would scorn *such* acts, do too often consider themselves obliged to take land for Indigo against the will of the Ryot who has refused advances, and to force advances upon others.

3. Having served in the largest Indigo District in India, and in others of considerable importance, I have seen no little of the working of the system; and I regret to say that I never yet heard of one instance in Bengal of a Ryot gaining substance by the cultivation of Indigo. The Gomashtas and other Omla, the Takadgeers and other subordinates of Indigo Factories constantly amass wealth, more or less, but the fact of a mere cultivator of Indigo having become wealthy in Bengal has never yet been brought to my notice. Indeed, under the present system, strange as it may appear, the wealth of the Ryots is inconsistent with the well-being of the Factory, which depends upon keeping a Ryot invariably upon the Debit side of the Account, as the only hold which the Planter has upon the land for the next year.

4. Mr. Beaufort acknowledges in his 8th paragraph that, "the Ryot has no doubt, reasonably or unreasonably, a great aversion to Indigo, because he believes there are many other crops which yield a more certain as well as a larger profit." In another part of the same paragraph Mr. Beaufort says "the Ryots are glad enough to take advances, because they give them the means of paying their rents." I think it may fairly be argued, from these two statements taken together, that no Ryot who can otherwise pay his rents will take advances for Indigo, and this

fact my own experience attests. I have known instances in which, circumstances having led to the abandonment of certain villages by Planters, the Ryots have been for some years free. Suddenly the loss of an *ijara*, or the commencement of a feud in another quarter, has turned the Planter's attention to such villages, and the Ryots have been called upon to take advances which one and all have refused. The Factory Books have then been searched, and it has been found that the father of A and the uncle of B and the elder brother of C once held the lands now in the possession of those three individuals; and were, at the time of their decease, indebted in various trifling sums to the Factory. The unlucky Ryots were then called upon to pay the debts of their predecessors; acknowledgments of those debts with promises to pay, prepared by some unscrupulous subordinate of the Factory, have then perhaps been shown to the proprietor, who naturally praised the good management of his Omla, and authorized advances to the villagers, part of which being retained by the Omla, the rest would be given with many threats in presence of many Factory servants to the unlucky Ryots whose fields, for years devoted to more profitable crops, would thenceforth be sown with Indigo. No effort of the Ryot in the supply of Indigo could efface the advance made to him; and no cash-payment in liquidation of that advance could be accepted; for, as I have already said, the grand object is to keep the Ryots always on the Debit side of the Book, as the only lien which the Factory has upon the land.

5. That Ryots do often obtain assistance by cash advances from Indigo Planters, to escape the rapacity of Zemindars, is undeniable. I have known many a kind act done by a Planter in thus helping a Ryot; but, on the other hand, the return which the Ryot has to make is *to him* most ruinous; and it would be strange indeed if the Ryot, knowing Indigo to be amongst the least profitable of crops, should voluntarily enter upon its cultivation.

6. It is also a notorious fact that the Ryot does not get as much placed to his credit as his crop, if fairly paid for, would yield. I have heard many calculations made which go to prove that five bundles of Indigo are as much as can possibly be given, with any hope of remuneration to the cultivator, for one Rupee; but the general rate taken in Bengal I believe to be eight or nine bundles: and further, the measurement of bundles

A bundle consists of as much Indigo plant as can be encircled by a six feet chain.

is made in various ways. At times the chain is passed round the bundle so as to form what may be called just measure; at other times the two ends are pulled with such force by two Takadgeers that a bundle and half is compressed within the chain; the degree of strain to be used is, not improbably, regulated by the payment or non-payment of a douceur by the Ryot.

7. I am quite unable to understand on what ground a Law is required for the cultivation of Indigo, more stringent than that needed for Paddy or Sugar-cane. Surely, in these days, when the liberty of the subject is so respected as to give undue safety to evil doers, a Ryot should not be forced by a criminal enactment to cultivate a crop which sad experience has shown him to yield no profit.

8. I have myself *occasionally* seen Indigo cultivated willingly; that crop will grow upon sandy churs where almost nothing else will flourish. On such a chur, were a Ryot paid at the end of each season for the Indigo delivered by him, *and acquitted of all claims for the future,* many a man would be glad to cultivate; but the known impossibility of extricating himself from the books of a Factory, in which his name has once been entered; the certainty that all the land cultivated this year, and perhaps an additional piece also, will be claimed next year by the Factory may well make every Ryot fearful of such a connexion.

9. The conduct of the Native landholders with regard to Indigo Factories is not always so bad as it is represented. The Native naturally desires to make the best bargain he can. The Revenue Laws give him an awful power over his tenants; and, in order to make the Planter pay a high price for his Putnee or Ijara, he tells his Ryots that they must not cultivate Indigo without his permission. This provokes the Planter, and he tries to force the Ryots, who appeal to their landlord, whose pecuniary interest is at stake, and undoubtedly he has a right to get the utmost he can for his property. The same thing is done every day in other matters, without exciting animadversion. I saw not long ago in Calcutta a dirty little patch of ground, adjoining a fine house of a rich man, and asked how he could tolerate it. He said he could not help it as the ground was not his. It was worth about 100 Rupees; he had offered 2,500 (but its owner demanded 5,000), and he could not take it by force! The Zemindar's demands are exorbitant for the simple reason that they know the Factories cannot get on without their lands. The Planters are annoyed, and feuds ensue. If no Planter would commence

an Indigo Factory till he could secure the full amount of land necessary for its support, very few disturbances would arise, and less oppression of the Ryots would be needed: as is the case generally with *Native* Indigo Factories. A very large extent of country belongs to the Zemindar; he makes no advances of cash, but gives the Ryots seed, and requires a certain proportion of the land of every village to be sown with Indigo: for the produce of that land he pays at the end of the season; not much perhaps, but a moderate remuneration. The Ryot, however, is free for the next year; he is not indebted to the Factory, and perhaps the next year some other Ryot's land may be taken.

10. Again, in Tirhoot and Behar, where the advance system is not prevalent, and the Ryots are more fairly paid at the end of the season, and the Planters are on a better footing with each other and with the Zemindars, Indigo cultivation is a much easier matter than in Bengal. Many of the Planters are highly respected: I can mention an instance of this, which came under my own observation, to the honor of Mr. William Moran, of Mooteeharee, now an Indigo Broker in Calcutta. After the failure of the Union Bank and Cockerell and Co., who were his Agents, he had no money and no seed, and was in Calcutta making the best he could of a bad job. His Factories were under the charge of a country-born writer, very lame and not very energetic. And, day after day, I rode over the neighbourhood and saw his lands cultivated as well, by the voluntary efforts of his Ryots, as in his palmiest days. At the eleventh hour he got a little seed and sent it up. It was sown and he had an excellent season, and has since cleared off all incumbrances, and is, I hope and believe, a wealthy man.

11. In the same District I saw, oft and again, that with regard to the *hundred-thousand* registered cultivators of Poppy, the greatest punishment that could be inflicted on them was to get their names cut out of the Sub-Deputy Opium Agent's Books. No force was required to increase *that* cultivation. It pays so well that every man is anxious to be allowed to supply Opium; and that led to the chief grievance of the Factories of that District, that each Ryot was anxiously looking to sowing less Indigo if he might sow more Poppy.

12. I do not see how it can be doubted that, if a Ryot were well paid for cultivating Indigo, he would gladly do it. Nor do I see how the Legislature can be asked to assist in the forcible extension of a crop which confessedly does not pay, and leads the Ryots concerned in it into

endless annoyances. The registered contracts (which even Mr. Beaufort thinks necessary to guard against oppression and fraud,) will, I believe, prove utterly useless; and, with the kindest feelings to many honorable Indigo Planters, I am compelled to express a hope that the repealed Law in question will not be re-enacted, and that the Planters will, in lieu thereof, adopt a better system of management.

From W. J. ALLEN, ESQ., Commissioner of Chota Nagpore, to A. W. RUSSELL, ESQ., Under-Secretary to the Government of Bengal,— (No. 63, dated the 14th April 1855.)

SIR,

I HAVE the honor to acknowledge the receipt of your letter No. 3079, dated the 14th of December last, with annexed correspondence, calling for my opinion upon the suggestions made by Mr. Beaufort, the Joint Magistrate and Deputy Collector of Pubna, in regard to the re-enactment of a Law for enforcing summarily the execution of contracts for the cultivation and delivery of Indigo.

2. I have had some experience as a Magistrate of an Indigo District, and have seen Indigo Planting carried on both before and after the enactment of Act XVI. of 1835, and I am quite satisfied that the effects of that Law have been and are very injurious. There appears to have been no necessity for the repeal of Sections III. and IV. Regulation V. of 1830, which afforded useful protection to the Planting interest and gave dissatisfaction only to roguish Ryots and dishonest Zemindars.

3. Under the present Law a Planter has no real remedy against a fraudulent Ryot, and the consequence is, that he is not unfrequently driven to violent measures to obtain that protection for his property which the Law denies him.

4. I would recommend the repeal of Act XVI. of 1835, and the formation at the same time of a well-devised system of cheap and expeditious registration of Indigo contracts; if these contracts are properly registered, the provisions of Regulation V. of 1830 could not be turned into an instrument of oppression.

5. I consider Mr. Beaufort's suggestions regarding the registration of Indigo contracts to be well worthy of attention; the Pergunnah Cazees, the Sale Commissioners, and other respectable Residents in the Mofussil might be employed with advantage to register Indigo contracts.

From W. LUKE, Esq., Civil and Sessions Judge of Midnapore, to the Under-Secretary to the Government of Bengal,—(No. 1, dated the 4th January 1855.)

SIR,

I HAVE the honor to acknowledge the receipt of your letter No. 3079, dated the 14th ultimo, forwarding copies of letters noted in the margin, requesting me to give an opinion of the expediency of altering the Law for summarily enforcing the execution of contracts entered into for the cultivation and delivery of Indigo plant, as suggested by Mr. Beaufort, the Joint Magistrate of Pubna.

Letter from Commissioner of Circuit and Revenue, Rajshahye, No. 402, of the 3rd November 1854, with one enclosure.

Mr. Beaufort, in the 2nd paragraph of his letter, observes that the result of the rescission of Section III. Regulation V. of 1830, "was and is that if the Ryots break the conditions if their agreements by a fraudulent transfer of the produce of their land to another person, or by refusing to cultivate the land with Indigo, the aggrieved Planter has no redress but what is to be found in the provisions of Regulation VI. of 1823 and Act X. of 1836, but *experience* has shown that this is insufficient." The grievances to which Mr. Beaufort adverts existed long before Regulation V. of 1830 was promulgated, and that enactment was framed to meet cases such as Mr. Beaufort describes, and were certainly *not* the *result* of the recision of Section III. of that enactment. My experience does not tell me that the Law as it at present exists is insufficient for the protection of Planters against the dishonesty of Ryots: a breach of contract usually occurs by a hostile neighbour or the Zemindar inducing parties who have taken advances for Indigo plant to depart from their agreement, and in such cases the Law, as it now stands by Section III. Regulation X. of 1836, seems to me to afford ample redress, not only against the defaulters themselves, but against all others who may be instrumental in *prevailing* on Ryots to commit a breach of contract.

The difficulty and delay in obtaining redress by a civil action, which Mr. Beaufort points out, is in my opinion exaggerated, but if these really exist the contemplated changes in our Civil Courts will supply a remedy.

Class legislation under any circumstances is objectionable, and I see no reason why Indigo more than any other product of the country should receive the special protection of the Legislature, as it is well known to all who have had any experience in Districts where the cultivation of Indigo prevails that it is a *forced* cultivation.

There are many causes for this. In the first place it is a most exhausting crop, and land repeatedly sown with it deteriorates every year. In the next place, it is in the long run a losing crop to the Ryot. He may be induced to grow it for the sake of the advances, which gives him a command of money at a moment when he may much require it; having once however entered into engagements he is no longer a free Agent; his land is pledged to the Planter, and he is seldom or never able to redeem it. At the close of each year he still finds himself, from some cause or other, debtor to the Factory, and therefore compelled to sow Indigo with a view to clear off his debt, (a result never likely to occur,) or to suffer the consequences of refusal.

None but the needy will voluntarily engage to sow Indigo plant, and in support of this fact I would observe that the first object of a Planter in establishing an Indigo Factory is to secure the proprietary right in the land where his future operations are to be carried on; by this means he obtains power over the Ryots, and his first step in furtherance of his object is to require all those holding lands adapted to the growth of Indigo plant to set apart a portion for that purpose. This requisition is strictly enforced by the servants of the Factory, who measure off the lands, superintend the sowing, weeding and subsequent reaping of the crop, and no solicitations or remonstrances on the part of the Ryot are of any avail. The Ryot receives a fair remuneration for his labor, *as far as the Planter himself is aware,* but it passes through so many hands from the Factory Dewan to the lowest Takeedar, that by the time it reaches the party entitled to it, it is so shorn of its proportions that it is no longer an adequate return for the article supplied or the time and labor bestowed upon it. Can it then be a matter of surprise that the Ryot should be unwilling to resign his independence and means of support by voluntarily making engagements that he knows full well must terminate to his detriment; certainly not, and for these reasons I think it would be impolitic to make the Laws in regard to Indigo contracts more stringent in their provisions than they are at present.

Whether willing or otherwise.

From S. Bowring, Esq., Judge of Zillah Dacca, to the Secretary to the Government of Bengal,—(No. 9, dated the 6th January 1855.)

Sir,

In reply to your Circular No. 3079, dated 14th ultimo, I have the honor to state that I consider it highly desirable that the repealed

Sections of Regulation V. of 1830 should be re-enacted, or that some new Law providing for the execution of contracts should be added to the Code.

2. I quite agree in the reasons urged by Mr. Beaufort, but would beg to observe that, to the best of my recollection, Mr. Sconce, at the time Judge of Chittagong, proposed some years ago that contracts for the delivery of goods, if registered by competent authority, should have the force of a decree of Court. Mr. Beaufort proposes, that persons should, in certain cases, be appointed for the purpose of registering contracts to supply Indigo plant, but when the value of the crop which the Ryots may engage to deliver falls below Rupees 300, such duty might, I think, be performed by the Moonsiff of the Sub-Division. If the registered *cabooleeut* be declared equivalent to a decree of Court, the Planter, on the neglect or refusal of the Ryot to cultivate, might take out immediate execution, and any resistance offered might be made penal, under the provisions of the Act.

3. Zemindars and Planters have generally Vakeels or Agents at the Moonsiffs' cutcherries, which would be a great check on the personation of one Ryot by another, while there would always be a risk of this, if persons of inferior rank in life, at whose offices few parties are usually in attendance, were appointed.

4. It would, I think, be very objectionable, if any such registered *cabooleeut* should be allowed to be in force for a longer period than one year.

5. Your letter refers only to contracts for delivery of Indigo plant, but I would suggest that the provisions of any enactment founded on Mr. Beaufort's proposition might be extended to other articles—in particular to the cutting of timber in the District of Chittagong, where the fellers are in the habit of receiving advances, and having brought down the timber, of selling it for their own advantage to third parties, leaving the real owner of the wood to recover his money by the tedious process of a civil suit. This abuse existed to such an extent at Chittagong, that it was lately thought likely to render it impossible for any resident of that town to supply timber for the Railway—a matter of national importance.

6. If a registered contract to deliver timber were to be declared equivalent to a decree of Court, any person having made an advance for the article might at once attach it on arrival, and the abuse would cease to exist.

From ROBERT FORBES, ESQ., Civil and Sessions Judge of Tirhoot, to the Under-Secretary to the Government of Bengal,—(No. 8, dated the 10th January 1855.)

SIR,

I HAVE had the honor to receive your Circular letter No. 3079, of the 14th ultimo, with its enclosures, from the Commissioner of the Rajshahye Division and Joint Magistrate of Pubna, concerning the proposal of the latter Officer for re-enacting a Law for the summary enforcement of contracts for the cultivation and delivery of Indigo, regarding which His Honor the Lieutenant-Governor desires me to give my opinion.

2. I beg to state in reply, for His Honor's information, that I entirely concur with Mr. Commissioner Gouldsbury in thinking that the re-enactment of such a Law as that suggested by Mr. Beaufort is not necessary, and would not be just or advisable.

3. In this Zillah, one of the chief, if not the chief Indigo District in the country, it is rarely the practice of the Planters to enter into Indigo contracts with Ryots, as they ordinarily grow Indigo and compel or induce its cultivation as Maliks or Thikadars, or themselves cultivate it in home farms, and I can see no such analogy between a contract for service (a breach of which is criminally punishable under Regulation VII. 1819) and a contract for Indigo, that because the former is cognizable by a Magistrate the latter should be so also! A contract for Indigo is to all intents and purposes just as much a *civil* contract as a contract for Grain or Sugar, and I am of opinion that a summary civil process is in justice amply sufficient for the Planter, and that to give him a criminal remedy in addition would be arming him with too great an advantage, contrary to the spirit of all Law, and leaving the Ryot one remedy less than his more powerful opponent.

4. If a Planter is guilty of a breach of any *civil* contract with a Ryot, the latter has no remedy in the *criminal* and can only go to the *Civil* Court, and as the Law now stands the summary Civil process makes the Planter equal to the Zemindar suing for rent, already considered too strong in that respect.

From R. N. SKINNER, ESQ., Sessions Judge of Jessore, to the Secretary to the Government of Bengal,—(No. 7, dated the 10th January 1855.)

SIR,

IN answer to your Circular No. 3079, dated 14th ultimo, I have the honor to state for the information of the Lieutenant-Governor

that I do not coincide in opinion with Mr. Beaufort as to the propriety of re-enacting Sections II. and III. of Regulation V. 1830.

2. Section III. Regulation X. 1836 seems preferable to Section II. of Regulation V. 1830. Breaches of contract, relative to advances made by Mahajuns to Ryots for growing Paddy; the advances* made by Proprietors or Farmers to their Ryots, &c., for water-courses, reservoirs or embankments; advances made by Government for Opium,† Salt,‡ Embankments,§ &c., are not punishable as misdemeanors.

* Section 22, III. 1794.
† Section 11, XIII. 1816.
‡ Sections 19 and 126, X. 1819.
§ Sections 40, XIV. and 10, XXXIII. 1793.

3. The summary process for arresting defaulters in summary suits for arrears of Revenue might be made applicable to Ryots evading engagements to cultivate Indigo.

4. Europeans could not hold lands in their own name in 1830, as they could when those Sections || were rescinded, and can do now.

|| 2 and 3 of V. 1830.

From A. SCONCE, ESQ., Civil and Sessions Judge of Nuddea, to W. GREY, ESQ., Secretary to the Government of Bengal,—(No. 6, dated the 11th January 1855.)

SIR,

I HAVE had the honor to receive Mr. Under-Secretary Russell's letter No. 3079, of the 14th ultimo, with its enclosure, relative to the expediency of re-enacting in a modified form certain rescinded provisions of Regulation V. of 1830, with a view to the summary cognizance and punishment of a breach of Indigo contracts: and as instructed by the Honorable the Lieutenant-Governor, I now offer, but with much diffidence, such remarks as occur to me on this very wide and very delicate subject.

2. In the eighth paragraph of Mr. Beaufort's letter there is a remarkable statement. Mr. Beaufort observes, that "there is no doubt but that the Ryot has, whether reasonably or unreasonably, a great aversion to Indigo. He believes there are many other crops which yield a more certain as well as a larger profit. I have heard Planters argue the contrary, and produce proofs of it, but the idea in the Ryots' mind remains the same." This then is a preliminary fact, that the Ryot believing Indigo to be an unprofitable crop is averse to undertake the cultivation of it; and the proposition is, that he shall be summarily punished for evading his contract to cultivate what he declares and believes is a losing crop.

3. This incompatible conjunction of circumstances rather adds to the perplexity I have experienced hitherto when I have tried to form a view of this matter from my own limited experience: and I say unfeignedly I should have been glad if Mr. Beaufort had discussed with all the facilities which his local knowledge afforded him, the very peculiar position indicated by the admitted reluctance of the Ryot to sow his lands with Indigo. How is it that a Ryot enters into a contract to cultivate a crop to which he is known to be averse? How is his reluctance overcome, or is it ever overcome? Is he free to take the contract or let it alone? And for ourselves we may ask, knowing that the Ryot is an unwilling party to the covenant, knowing that in his judgment the cultivation of rice or of oil-seeds would be more profitable to him, shall we aggravate the anomaly by constituting the rejection of the contract a crime and imprisoning the criminal?

4. The feelings ascribed by Mr. Beaufort to the Pubna Ryot entirely correspond with, I may say, the general opinion entertained of the feelings and inclinations of the agricultural community in this District. No one, it is said, would cultivate Indigo if left to his own choice: yet Indigo engagements are undertaken in spite of the known reluctance of the people.

5. Possibly the main cause of objection to the cultivation of Indigo is ascribable to the losses it entails; the sufficiency and quality of the crop being precarious; and the unliquidated advances being an irredeemable burden. It is admitted that Planters cannot cultivate Indigo by their own hired laborers. They cannot make it pay. The returns do not remunerate them with sufficient profit over and above the expenses of labor. Planters therefore prefer to throw the expenses of cultivation on the Ryots. Planters pay for the crop; Ryots give their labor to produce the crop: but have we grounds to assume that the Ryot succeeds in a crop which the Planter fails in? The precarious nature of the crop there is no contesting: and an inquiry of greater interest cannot be suggested than that of ascertaining, both whether the Ryot's absolute share of one year's crop be a just return to him for that year, and whether it be sufficient to cover the losses he incurs in a series of years. Some Planters, it is said, take four bundles, some take six bundles of cut plant to the Rupee: and whether it be from generosity that one confines himself to the lower rate, or from right that the other enforces the higher, it is understood that, generally speaking Ryots are never in a

condition to relieve themselves from the balances written against them in the Factory accounts.

6. But, as I understand, the connexion of the Planter and Ryot is not simply that of a cultivator working upon the advances of a capitalist. The Planter is not and yet is the cultivator. He selects the land; he directs and compels the ploughing, and the sowing, and the weeding. The land is "his cultivation;" and the ripened crop is cut for his vats. Unquestionably, by the energy and attention of the Planter the land is likely to be better tilled and the crop more productive: but it is more in place to consider whether the interference which he exercises and the rights he asserts are compatible with his abnegation of the responsibility of a cultivating farmer; with the freedom and rights of the Ryot, and with the adequate remuneration of the Ryots enforced, but possibly, judiciously directed labor. An advance of two Rupees a beegah cannot justify the assertion of every sort of right; nor is it, in any fair sense, a measure of the Ryot's duty to labor, or of the remuneration of his labor and of his expenses additional to his own labor. Rather is it the reverse of the acknowledged remuneration of an exacted or required service, for to whatever extent the crop fails, the labor is practically disavowed, and the money paid in anticipation is written back as a debt against the Ryot. It seems to me that it is only by treating the subject in this form that the admitted unwillingness of the Ryot to grow Indigo can be thoroughly understood. Probably his unwillingness is not feigned, and I feel deeply the importance of giving a definite, if it were a true, expression to his objections.

7. Again it is universally assumed that in this District Ryots do not retain more than a half, or a third, or less than a third of the advances ostensibly paid to them. The chief or a large portion is absorbed by the Factory Omla. Public Officers, European and Native, Native residents of the District and others, speak of this as a fact which they believe, though possibly not one party so speaking can specify any case falling within his individual knowledge. Public report may be as exaggerated as it is indefinite. Necessarily a good deal depends upon the Planter's personal supervision at the time his money is distributed, and it may be feared that the most commendable efforts of the Planters who distribute their own advances are to some extent defeated by the mean peculation and unconscientious and faithless fraud of dependants from which they no more than the public departments of the State can reckon on

being exempt. My attempt to explain the reasons which possibly determine the Ryot's aversion to grow Indigo would be incomplete if I omitted this misappropriation of his advances. It is by the advance that the contract is professedly constituted; and obviously the countenance and aid to be given to that contract by the Law should be materially affected by our assurance that the Ryot fully received, or was responsible for not fully receiving, the consideration stipulated in his agreement.

8. I do not know to what extent the advance consists partly of cash and partly of unliquidated balances of past years. I have seen cases in which the advance, expressed in a renewed contract, consisted wholly of the balance of an account. I have seen a case in which for the cultivation of 3½ beegahs the advance consisted of 8 annas cash and Rupees 6-8 of old balances. Generally, I apprehend, the entire advance is cash: this is a point however (as indeed are many others) upon which I do not possess exact or sufficient information; but even the exception to the general rule must be deplored which would invoke the aid of a penal Law to enforce the labor of a Ryot for the adjustment of an old and an unchecked debt.

9. Here, as in Pubna, there is the same striking unwillingness on the part of the Ryot to cultivate Indigo, and on the part of the Zemindar to let Indigo be cultivated. From both parties, over all, floats a shadow of dissatisfaction, which, however it may veil the nature and force of underlying interests or passions, is itself palpably manifest. Both say we do not want it—we would rather be let alone; but practically both accede, one to the cultivation of the repudiated crop, the other to the subletting of his Estate to the proprietors of Factories. But they say more: they say they act under constraint, and are unable to abide the issue of an unequal struggle. No one more than myself abhors dishonesty, or the exertion of malicious influence, from whomsoever it proceeds. I have nothing to say in favor of Ryots who accept advances only to embezzle them, or of Zemindars who, for selfish and fraudulent ends, instigate the evasion of the mutually beneficial and mutually acceptable engagements of Planters and Ryots: but I cannot convert dissent into fraud, nor can I presume that the profits of a favorable speculation are, in the eyes of Zemindars and Ryots, to be derived, not from carrying the speculation to a completion, but by contemning the crop and incurring the perils of misappropriating the Planter's

advances. Mr. Beaufort states, but does not attempt to account for, the motives of Zemindars in instigating Ryots to evade their Indigo agreements. In this District such interference is comparatively rare; but supposing it were not so, and that the fact is as asserted, it cannot be without a purpose that Zemindars oppose the cultivation of Indigo. Indeed they can assign no stronger reasons than the Pubna Ryot himself assigns, that Indigo is a losing crop: but besides, the Pubna Zemindar may be influenced by other motives which it is as just as it is important to ascertain. That the Zemindar should seek a share in the Ryot's advances for the adjustment of his rent is not censurable. Probably, when the advance is made, seven or eight months of the Revenue year have gone. The advance is all that the landlord sees in the shape of harvest to cover his claim; and when the real harvest is cut well into the second year, far from yielding rent to the Zemindar, it may be and often is largely insufficient to balance the Planter's pre-payment to the Ryot. And surely in the mere matter of misappropriating advances upon which Mr. Beaufort lays so much stress, and which it is the express purpose of his letter to bring within the cognizance of the Criminal Law, the remedy is in the hands of the Planter. Let him not advance at all. He knows that Zemindars and people are unmistakeably averse to the engagement he binds the Ryot by. Let then the Ryot cultivate his land in his own way, with Indigo if it be profitable, and with advances, if advances be desirable to him, paid at the risk of those who are willing to accommodate him. It is the business of the Legislator to exhaust, not to increase, the opportunities from which spring public crime.

10. There is no advantage in an advance itself. It is notoriously an expensive incumbrance. A Ryot who, from his own resources, pays his rent, supports his family and cultivates his rice, his dal, his jute, and his oil-seeds without advances, is far more prosperous than a Ryot, who cannot do the same things without borrowed money. It is not the apparent temporary convenience that the Ryot's profit for the year begins and ends with. To be sure in Indigo the advance is too often the Ryot's whole harvest. But I speak just now of the general uses of advances, upon which there is much misapprehension. It is not the advance but the completed harvests of the whole year that determine the prosperity of the Ryot. He is *not* prosperous, he is *not* benefitted, if the debt scored against him exceeds the crop which he is supposed to have reaped. And, again, the advance is itself nothing, except it be

the representative of rent and food and wages: and more happily these sources of wealth may be permitted to represent themselves. Without an advance, as with an advance, a Ryot may buy cattle, till his land and pay his landlord's rent: but this is all outlay on his part, a means to an end; and it is by measuring his in-coming crop only that we can congratulate him or his country upon the resources he is supposed to be the instrument of developing. An exhausting crop may impoverish the people as well as the soil.

11. The superfluous assistance of an advance when it is not needed is too much confounded with the useful ends it is calculated to promote when it effectively works up waste land, or encourages the people to adopt a more remunerating agriculture. But neither of these conditions applies, in a general sense, to Indigo. Hear what the Pubna Ryot says: He says he is prepared to cultivate his own land; it will not therefore lie waste by the withdrawal of the Planter: and what is more, he is persuaded that the products he will himself cultivate will pay him better than Indigo. Under such circumstances, it is a striking scientific error to commend or justify the employment of advances. Capital superfluously spent is mis-spent: and labor mis-directed is lost and wasted. I need not say that I do not depreciate the value of Indigo. To some it is a source of great gain. And I do not doubt that even the Ryot's reluctance to cultivate Indigo may be conciliated, and the Zemindar's opposition overcome, by the recognition of the Ryot's right to retain a profitable interest in the produce.

12. It is not clear how much of the rescinded provisions of Regulation V. of 1830 Mr. Beaufort proposes to re-enact; I suppose only Section III., which embodies the offence amenable to the Magistrate; but this Section is confined to the omission to sow or cultivate Indigo, while in the second paragraph of his letter Mr. Beaufort speaks of the fraudulent transfer of a crop as if non-delivery were by the same Law a punishable offence. But it seems to me impossible that the Legislature should confine itself to the re-enactment of the rescinded provisions of Regulation V. of 1830. This would resemble far too closely the recognition of a *nudum pactum*, whereby all the obligation should be on one side and all the protection on the other. It seems to me that, in affording summary facilities for the cultivation of Indigo, we are bound to be satisfied, both that we do not aid blindly an unacceptable and inequitable engagement, and that the Planter should fulfil his part of the stipulation

under the same penalties that we suspend over the Ryot. Let it be that the Ryot is bound to cultivate what he agrees to cultivate. But there is more to be seen than that: is his agreement free: is his advance fairly enjoyed by him: is he made to sow land measured by the common standard: and as to the delivery of his crop, shall he be required to deliver plant at the rate of four bundles for the Rupee, as accepted in one Factory, or six bundles to the Rupee as taken in another—an immense difference to the Ryot; and who, under the provision of the Law, shall see which rate is most equitable, and that neither is exceeded?

13. In fine, I think that those who are interested in the cultivation of Indigo should, for the legitimate promotion of their objects, look to the good-will and to the prosperity of the people, and not to the special encouragement and countenance of exceptional Laws.

From J. S. TORRENS, ESQ., Sessions Judge of the 24-Pergunnahs, to the Secretary to the Government of Bengal,—(No. 11, dated the 15th January 1855.)

SIR,

I HAVE the honor to acknowledge the receipt of your letter with enclosures, as per margin, and to submit for consideration of the Hon'ble the Lieutenant-Governor what appear to me the principal objections to the recommendation contained in the letter of the Joint Magistrate and Deputy Collector of Pubna, of the 26th October, No. 90.

Dated 14th December 1854, No. 3079.

2. The primary ground on which the re-enactment of the Penal provisions of Regulation V. of 1830 is advocated is, that a civil proceeding is so tardy, that to be secure from pecuniary loss, by the evasions of contracting cultivators, the Planter is liable to be compelled to resort to physical force, that is to say, a breach of the peace, and defiance of the Law. This reason seems one of the worst possible which an effective Government could acknowledge as the ground of a special Law in favor of any particular class or body of speculators; and though, no doubt, the tardiness of civil proceedings is very great, the evil has of late been materially remedied by improvement in the Law, and in the character of our Native Judges, and these improvements are still progressing. Like objections to the English Civil Courts have long existed, so much that "tardiness in obtaining redress and extravagance of justice in them" are assigned grounds for recent changes made, but never have been

taken as grounds for special Penal enactments on behalf of particular classes. That my remarks on this head may not appear inapplicable, I may mention that I have known instances of appeals from the judgments of Moonsiffs being decided nearly, if not within the time that investigations on appeals in Act IV. cases have been pending; and it should by no means be supposed that the desire of having what are really Civil questions disposed of summarily in a Criminal Court, is solely attributable to the true and *admitted* objections to the procedure of the Civil Courts.

3. Further reasons assigned for the advocacy of special provisions in favor of the Planter are, that the causes for which the Law was repealed are not apparent, that there were no abuses practised under it when in force, and that the body of Planters contains many high-principled gentlemen who would not be guilty of abuse. On these I may observe, that one reason for the Law having been repealed may perhaps appear in the fourth paragraph of the Joint Magistrate's letter itself, as it is there stated that the enactment was had recourse to under the then special position of the body, in which position it is not pretended they are now placed. Next, I do not think that it *can* be admitted that the Law was *not* abused, as compulsory advances prevailed to the greatest extent, whilst the aid and provision which the Law contained for calling in such a corrupt Police, as the class of the Natives from which they must be taken leave at disposal, placed the Ryot wholly in the power of the Planter and his people, and even, from the very system, led to affrays, betwixt him and the Zemindars, the more outrageous and complicated from the interference of the Police which the Law was framed to admit of. This, I apprehend, was also a reason for the repeal, as well as the circumstance of the Legislature having placed the European Planter, in respect to the tenure of land, on a footing with other classes.

4. I quite admit, as well as the Joint Magistrate, that the body of Planters contains gentlemen of excellent principles and conduct, who would not abuse privileges given them; but though this be the case, I believe they have very generally to entrust their affairs, and the matter of advances in particular, to a very licentious and unscrupulous class of Natives; and that the body of Planters, even where the best intentions exist, are much in the hands of such a class as I describe is, I think, undeniable.

5. Another reason assigned for the re-enactment is, that it is to the Zemindars only, not the Ryots, to whom Indigo cultivation, as now carried on, is distasteful. I am not of opinion that this is the case, and indeed the latter part of the paragraph in the Joint Magistrate's letter which represents the above, would appear contradicted by the close of the same, as in the words noted in the margin.* It is, I submit, but right that a Ryot should be allowed to cultivate his own holding as he pleases, but once he has received advances, the agents of the Planters seek to deprive him of this option, and to allot and parcel out the land for their own objects. No Ryot *can* wish *only* to cultivate Indigo, and when he really takes advances, an obligation of cultivation of any spot in his holding is not either what only he himself willingly will agree to, or what his landlord, exercising only a legitimate influence, is disposed to encourage him in. These circumstances leave it the more desirable that the performance of the contract should be enforced only by civil proceedings, and if voluntary contracts only are those which are complained of as habitually broken, looking on such contracts for Indigo cultivation like all other similar contracts, it seems inconsistent to seek to repeat† the advance to a party who has once failed in contracts he had engaged for.

* "There is no doubt but that he has, whether reasonably or unreasonably, *a great aversion to Indigo.*"

† *Vide* close of the 15th paragraph of the Joint Magistrate's letter.

6. The difficulty of Planters obtaining land of their own is another reason on which the Joint Magistrate's recommendation is based. On this, and his remarks on the point, I observe that it is natural, and what is the case in all countries, that existing landlords should desire to retain lordship over their own lands as long as in their power, and if Planters wish for land they should of course pay the price it will bring, and ought to be encouraged to seek to do this, or to establish wholly amicable relations with the Zemindars and Ryots, rather than force advances where it must be known that they are distasteful to either one or the other; so I believe Planters who have thriven best in the end have done, and with others, desire of rapid and sudden profits on cultivation—on however litigated a tenure, and however extended, so it offer prospects of a sudden and inordinate profit—lies at the root of the evil, and is the system which has, in fact, mainly originated and continued both the distaste which exists on part of the Natives to the culture, and the outrages which are the result.

7. In respect to what is represented by the Joint Magistrate in his 11th paragraph, as to the proposed Affray Act forming another ground for the re-enactment he advocates, I submit that the proposed Law appears to me as calculated to afford protection, not the reverse, to steady and peaceable Planters of the class I have referred to in the foregoing remarks; and that eventually they will acknowledge this when the new Law has been under operation; and thus, instead of its enactment calling for an accompaniment of the special and unusual penal provisions contained in Regulation V. 1830, it will, in my mind, do the contrary.

8. I have only now to notice the precautionary measures of Registration proposed in support of the expediency of the re-enactment, and to state that a regular and well-contrived system of Registration would undoubtedly be a great protection to, and prevent litigation respecting, *all contracts;* but if such a measure is adopted, so far from its being a reason for special provision for any class, it should be the reverse, and should be extended to all, though, I trust, never under such agency as has been provided in the Mofussil for the sale of distrained property, one similar to which the Joint Magistrate proposes should be partly employed.

From G. U. YULE, Esq., Officiating Judge of Rungpore, to A. W. RUSSELL, Esq., Under-Secretary to the Government of Bengal,—(No. 4, dated the 20th January 1855.)

SIR,

I HAVE the honor to acknowledge the receipt of your letter No. 3079, of the 14th December last, with enclosures, requesting my opinion on Mr. Beaufort's suggestions regarding the re-enactment of a Law for summarily enforcing the performance of contracts entered into for the cultivation and delivery of Indigo.

2. Granting that exceptional legislation of this nature, to the extent of rendering the breach of a civil contract punishable as a criminal offence, is allowable in certain cases, it is necessary, on asking for such legislation in any case, to show some good ground for departing from the general principle of Law; and I do not think any such ground is shown by Mr. Beaufort. He states that the passing of the Law of 1830 probably saved Indigo property from utter destruction, yet that there were few complaints and convictions under it; that it was supposed to

have kept matters quiet; no complaints were made against it, and its recision (in 1835) has led to a full harvest of quarrels (paragraphs 4 and 5); that the Civil remedy being tedious and expensive is not had recourse to, physical force being found preferable (paragraph 7); that the Ryots can find no advantage in the breach of contract to which they are instigated by the Zemindars, and yet that these Ryots who are always glad to take advances have reasonably or unreasonably a great aversion to Indigo, believing that there are many crops which yield a more certain as well as a larger profit (paragraph 8); that the Ryot, backed by the Zemindars, does not cultivate, and the Planter to save himself must either use force or buy over the Zemindar and his agents or take farms of the villages at losing jummas (paragraphs 9 and 10); that for the sake of peace, the Zemindar's exactions are generally consented to (paragraph 11); but some Zemindars are not to be so pacified (paragraph 12); and finally, that farms, even attended with a loss on the rent, are generally desirable on account of the profit accruing in freedom from quarrels, and in the power which a farmer has over the Ryots.

3. Without disputing any of these statements (though some of them certainly admit of dispute,) I may fairly say that there is nothing in them to show the specialty in Indigo contracts which renders a summary penal Law to enforce their execution more necessary than in the case of contracts for other products of the soil. The great crops of Bengal Rice, Sugar, Silk, Fibres, Oil-seeds, &c., are advanced upon to an extent to which Indigo advances can bear no comparison: the advancers would, doubtless, be glad of the aid of a summary Law, but still the Ryots generally fulfil their contracts without being compelled to do so either by bands of armed men or bribed Zemindars. I fully allow that the necessity of keeping up extensive buildings and a large establishment renders a breach of contract by the Ryot more injurious to the Planter than it is to the advancer on produce which requires no manufactory process to fit it for the market, but that is no reason for changing the Law in his favor, and if it was, it applies to Silk, Sugar, Lac, and other branches of trade as well as to Indigo planting. But in all these trades there is no general complaint that the Ryots will not fulfil their contracts; why should Indigo planting be an exception? I believe there is only one answer to that question, and that is in Mr. Beaufort's words, because the Ryots reasonably or unreasonably are averse to Indigo, believing that there are many other crops which yield a more certain as

well as a better profit. I cannot account for the universal dislike shown to Indigo by the cultivators in any other way. I cannot show in figures that Indigo is less profitable than other crops. The Ryots believe that it is so, and they ought to know best. They take the advances under pressure of some kind or other, and having satisfied the present necessity, endeavour to escape from what they know to be a losing contract. The mere fact that an Indigo concern can afford to pay large sums to a Zemindar to induce him to refrain from opposition shows that there is not fair unconstrained dealing between the Planter and the Ryots. In the outset of a new speculation, the parties who first enter on it, or in case of a monopoly, the monopolists, may make a profit far exceeding that of those with whom they deal, or the ordinary average of mercantile profits, but as soon as any branch of trade becomes open, and all are free to enter on or to refrain from it, the profits become pretty fairly equalized among all engaged in it: and no one will continue it who does not get a fair share; but here is a trade carried on for nearly a century, where one party is enabled by his profits to pay largely, in addition to a most expensive agency, one or more third persons, not for doing anything to help him, but merely that they may do nothing to oppose him, while the other party cannot be persuaded to remain in the trade by almost anything short of actual force. In buying off a Zemindar I consider the Planter simply purchases the power of turning his Ryots, so far as Indigo is concerned, into slaves, who are expected to work not only without any share in the profits of their work, but at a real loss, unless we are to deny to the Ryot the power of judging for himself as to what crop pays him best.

4. The Zemindars or their agents often doubtless encourage the evasion of Indigo contracts. They think the cultivation unprofitable to their Ryots, who they know detest it, and they dislike the influence which a Planter acquires in their estates, and the check which he more or less, according to his character, puts on their misdeeds; but I believe their general reason for opposition is, that they find it profitable; the Planter for his own interest must give them a share of the profits he makes out of the Ryots in their estates.

5. Formerly the unwilling Ryots were compelled to cultivate by the fear of violence: then it was found better to pay the Zemindar; now it is thought the Magistrate will be cheaper than either; but I trust no Law will ever be passed to increase the profits of

Indigo planting by oppressing still more those who suffer enough already. I have had many intimate and most esteemed friends among the Planters, and have some still, and I like them as a class. I know they do not believe that the Ryot is unfairly treated, and it was with no pleasure that I long ago found myself forced to come to that conclusion.

6. I have omitted to mention a difference between contracts for Indigo plant and those for other produce which may have some little effect in adding to the Ryot's dislike of Indigo: by the terms of an Indigo contract (I speak under correction), and, indeed, often by the very necessity of the case, the Ryot must give the whole of his Indigo plant to the Factory at the same fixed rate; in contracts for other produce the Ryot only agrees to repay the advance with interest, &c., in cash or in produce, at a fixed or the market rate, while all the surplus is his own to dispose of as he pleases.

From W. TAYLER, ESQ., Judge of Shahabad, to the Under-Secretary to the Government of Bengal,—(No 16, dated the 25th January 1855.)

SIR,

WITH reference to your letter No. 3079, dated 14th December 1854, with its enclosures, requesting me to give my opinion in regard to the suggestions of Mr. Beaufort therein contained, I have the honor to observe that I cannot bring myself to assent to the expediency of the measure proposed.

Exceptional legislation for the benefit of a class is so directly at variance with all sound principles of Government, that however expedient it may appear at a particular time, a prudent Statesman will, I conceive, always view it with disfavor.

But when it is proposed to convert a civil wrong into a crime for the advantage of a mere section of the community, the objections to it are immeasurably enhanced; and in my humble opinion nothing but imperative necessity or a great and unquestioned public good could justify even the consideration of a measure so repugnant to the spirit of modern Law and universal Justice.

I have had but little experience in dealing with the disputes which Mr. Beaufort refers to, but it appears to me that a more legitimate mode of enforcing the contracts between the Indigo Planters and Ryots, might be devised by rendering the Civil process *actually*, instead of *nominally*, "*summary*," and (to prevent the judgment when given in

favor of the Planter from being nugatory) by giving him a lien on the produce of the Ryot's field, whatever it may be, on proof of such Ryot having taken an advance for the cultivation of the said field with Indigo.

From GEORGE LOCH, ESQ., Officiating Judge of Purneah, to A. W. RUSSELL, ESQ., Under-Secretary to the Government of Bengal,—(No. 27, dated the 21st January 1855.)

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 14th December 1854, No. 3079, with its enclosures,* and in reply beg to state that, owing to the peculiar circumstances in which the Planter is placed, some peculiar provision for his protection as regards Indigo contracts should be made. Were he subject to loss only through failure of crops, or the ordinary neglect of Ryots to fulfil their engagements, he ought to be left to protect himself as in other contracts. But where the breach of contract arises, as it does in most instances, through the influence of third parties whom he cannot reach, some more effectual means of protection and redress should be provided than are afforded by the ordinary process of Law. Even, with a decree in his favor, the Planter does not get redress. He never can recover from the Ryot the value of the produce lost to him by the Ryot's breach of contract, and very seldom is he able to recover the amount of his advances; and what a process he has to go through before he can obtain a decree, and when obtained, how difficult to execute it effectually and speedily.

* Copy of letter from Commissioner of Rajshahye, dated 3rd November 1854, to Secretary to Government of Bengal.
Copy of a letter from Joint Magistrate of Pubna, to Commissioner of Rajshahye, dated 26th October 1854.

2. Suppose no obstacle to the trial of a suit in the Court of first instance to exist, the case might be disposed of in three months. Then comes an appeal which, owing to the number of cases on the file, and pressure of other business, cannot be heard for months, and when brought up is liable to be remanded for retrial, and further time is lost. If the appeal be disposed of, there still remains a special appeal, and the facility with which this is admitted, renders the temptation to make it very strong; and if the Ryot be under the influence of third parties, anxious to injure the Planter, this appeal will doubtless be made, perhaps not so much with the hope of getting the original order reversed as to

cause delay and to prevent the Planter taking steps to execute his decree. It may be said that, as interest on the amount decreed is accruing, the Planter really suffers no injury by the delay. But he does suffer, for the delay enables the Ryot to dispose of all his property, and the Planter finds nothing wherewith to satisfy his decree, and he is chary of imprisoning the defaulter as it only entails on him the further expense of his keep while in Jail. It may be said that alienation may be prevented *pendente lite* by attachment under Regulation II. 1806, but this attachment cannot be made without proof of intention to alienate, and it is very difficult to obtain proof of such intention by any overt act of the defaulting Ryot.

3. Suppose, however, under the best circumstances, the suit is undefended, and the Planter gets a decree in three months and no appeal is made, and in execution he attaches the property of the Ryot, consisting of huts, grain in store, crops on the ground, cattle, &c., what follows. Notification of sale is issued, and claimants spring up on every side. If the claims are rejected by the Moonsiff, then comes a summary appeal and with it delay. If the Moonsiff's order be confirmed, a further notification of sale is issued, and the right and interest of the defaulter in the property attached is sold, and what does it fetch—seldom sufficient to liquidate the amount decreed.

4. The above remarks are of course applicable to all suits brought forward in the Mofussil Courts, but there is this peculiarity in the transactions of the Planter which tells hard against him. Contracts with Ryots for the ordinary products of the earth are on a small scale, and the risk to the party making advances is not so great, and the Ryot has generally sufficient property from which loss may be recovered; nor is there any undue influence employed to make the Ryots break their engagements. But the Planter is obliged to make large advances, and has no security but the good faith of the Ryot, who is at the beck and nod of his Zemindar or Mahajun. He has a large interest at stake, and can never recover the loss incurred by failure of the Ryot to meet his engagement. I may here instance the powerful influence a Zemindar has over his Ryots. When I took charge, as Magistrate of Nuddea, the Rajah of Berhampore had a quarrel with Messrs. Hills and White, and forbad the Ryots to cultivate Indigo, and not a man for miles round certain Factories would take advances. I proceeded to the spot, examined many of the Ryots, they had nothing to complain of, acknowledged that

they received liberal advances, but said they would not cultivate Indigo any more, though they had done so for years. Nor were Messrs. Hills and White able to make advances until they had taken the Mehal in Putnee and paid a handsome *salamee* to the Rajah. If the influence of the Zemindar be sufficient to prevent Ryots taking advances, very little exertion of that influence is, I apprehend, sufficient to make them break their contracts, and it is from the effects of this baneful influence that the Planters ought to be protected, for they cannot, under any circumstances, obtain redress against the real party who causes their loss.

5. There is of course danger that the Law may be abused if breaches of Indigo contracts are made punishable as misdemeanors. The records of the Criminal Courts might be able to show whether the Law, when in existence, was enforced frequently or not, and whether it was found to be much abused: false or groundless complaints might be made punishable by fine commutable to imprisonment, and the introduction of a system of Registration might prove some protection to the Ryots. Agreements are taken from the Ryots at a certain season of the year. Any Planter wishing to benefit by the Law should be obliged to register all agreements at that particular season within a certain time after execution, and no prosecution should be allowed on an unregistered agreement. One point would hereby be gained. It would be clear that the deed was executed about the time it purported to be written, and was not prepared for the purpose of being filed at the time the prosecution was instituted. A sliding scale of Registration fees might be introduced as per margin, and all prosecution should be brought forward within the year, or immediately after the close of the year, to which the contract relates. Considering the ignorance of the class of people who take advances, it might be expedient to limit the agreements to one year, and to prohibit the introduction of, or render nugatory, such clauses as the following:—"that if the advance be not covered by the quantity of plant delivered, the Ryot will still continue to cultivate Indigo." Such a proviso is easily introduced into the body of the agreement without the knowledge or consent of the Ryot. I am averse to putting any unnecessary legal restrictions on contracts, and were the mass of the people at all educated, I would not make the suggestion.

If the amount advanced or arrear with, or without advance, do not exceed
Rupees 10 Fee 2 annas.
Ditto 25 „ 4 „
Ditto 50 „ 8 „
Ditto 100 „ 12 „ and for every Rupees 25 above Rs. 100, 4 annas.

6. I would, in conclusion, refer to Section V. Regulation VI. 1823, which relates to suits for the recovery of Indigo advances. The Law requires that these cases should be disposed of as summary suits; but the Law is almost a dead letter, because no advantage can be obtained under it. By the time the suit is decided, the Ryot has absconded or disposed of all his property. The first process in summary suits for rent is the apprehension of the defaulter; might not a similar process be issued in suits for Indigo advances, or else process for attachment of his property to satisfy the amount eventually decreed, false complaints being punishable by heavy damages?

From H. ATHERTON, ESQ., Officiating Judge of Sarun, to A. W. RUSSELL, ESQ., Under-Secretary to the Government of Bengal,—(No. 41, dated the 2nd February 1855.)

SIR,

I BEG to acknowledge the receipt of your letter No. 3079, of the 14th December last, with enclosures, which has lately reached me, requiring my opinion on the suggestions made by Mr. Beaufort for re-enacting a Law for summarily enforcing the execution of contracts for the cultivation and delivery of Indigo plant.

2. Mr. Beaufort considers that the original rule of Regulation V. of 1830 should be re-enacted, and he thinks that every facility should be afforded to persons engaged in a branch of commerce so beneficial to the country at large. He does not propose to make breach of contract for the cultivation of any kind of crop penal. He does not propose to legislate on any broad general principle. He does not say that any man deliberately evading a contract, freely entered into, is guilty of fraud, and therefore deserving of punishment in the Criminal Courts. He proposes a special Law for protection of the Indigo cultivation alone, and therefore I hold he was bound to show that there is some special iniquity in the evasion of an Indigo contract, and that the Indigo Planter stands more in need of protection, and deserves it more than the petty Mahajun, who advances money for the cultivation of Rice or Sugar-cane, or any other of the common crops of the country.

3. Mr. Beaufort remarks that Indigo cultivation is beneficial to the country at large, and I readily admit that it is of immense value to the Zemindars in particular, and to the Government, because the cultivation tends to raise the rent of land, and to increase the general Revenue of the country; but I deny that Indigo cultivation does the Ryot any good, and I maintain that, until it be proved that Indigo cultivation is specially advantageous to the cultivator, special Laws for the enforcement of contracts for Indigo cultivation cannot justly be enacted.

4. I hold the Indigo cultivation, carried on as it usually is in Bengal, to be a forced cultivation, and this I consider to be proved by the admission of every Planter and of every other person I have ever conversed with on the subject; that no Ryot, receiving an advance of say 10 Rupees, would for his own profit grow Indigo if allowed to grow any other crop. Mr. Beaufort himself, in the 8th paragraph of his report, allows that the "Ryot has a great aversion to Indigo," and why is this, but that the Ryot knows Indigo is not a paying crop? He will readily take the Planter's money when he can get it, just as the Planters themselves and their masters some years ago took money from the Union Bank, but then having secured the cash he will endeavour to evade a losing bargain because he feels that the honest performance of the contract will profit him nothing; and this is the reason, and the only reason, why the Ryot having taken the Planter's money is so easily led away by the Zemindar or other party instigating him to the breach of his engagement. But is the Planter deserving of pity?—certainly not. He knows beforehand that nine Ryots out of ten with whom he deals are rogues, that they will cheat him if they can, and he has therefore only to blame himself for putting himself in their power. He can easily protect himself. He has simply to keep his money in his own pocket and to hire land where he can get it, and to carry on the Indigo cultivation by hired labor, if he thinks the cultivation will pay him. His case no more calls for any special protection on the part of the Government than does that of the Native Mahajun who advances money for Rice or Sugar-cane.

5. Mr. Beaufort's remarks as to the position of the Planter in this country are perfectly true, and it is his position which places him generally at the mercy of those about him. He has seldom the right to the permanent occupation of more than thirty or forty

beegahs on which the Factory buildings stand; a large capital is sunk in buildings which are worthless without land. The Native Zemindar gives him land on which to build his Factory, and then having caught him in the trap takes advantage of his position, as do Englishmen under the same circumstances, and demands a high price for any additional quantity of land he may allow him to occupy. He knows the Ryots dislike the Indigo cultivation on the usual terms, and he makes further profit from the Planters by aiding them to break their contracts. The conduct of both Ryot and Zemindar is bad, but the Planter has no reason to call on the Government to get him out of the difficulties in which he has voluntarily placed himself. Were Indigo cultivation generally profitable, the Ryot would as readily grow Indigo as Rice or Sugar-cane, and backed up by the Planter, would resist all interference on the part of the Zemindar. It is not generally speaking possible, and therefore he is willing to turn against the Planter. I say the cultivation is not generally possible, because, under certain rare circumstances, it can be carried on without difficulty, but that is only when the Ryot has a good master, and is only called on to give up a *small portion* of his land for Indigo. Factories in Bengal have so multiplied that the Planter cannot be satisfied with a *small portion* of the Ryot's land for Indigo, and therefore affrays constantly take place in the attempt to compel the Ryot, either to give up his land for Indigo or to sow lands for which he has received advances.

6. Should the Government, for the benefit of the Planter, pass a special Law for the protection of Indigo cultivation, Mr. Beaufort's suggestions in regard to the Registration of deeds should be attended to, but being opposed to any such Law I need not enlarge on the details which might be required in carrying it into operation.

From C. STEER, ESQ., Judge of Backergunge, to the Secretary to the Government of Bengal,—(No. 31, dated the 7th February 1855.)

SIR,

I HAVE the honor to acknowledge the receipt of your letter No. 3079, of the 14th December 1854, with its enclosures, relating to the expediency of re-enacting a Law for summarily enforcing the execution of contracts for the cultivation of Indigo.

2. I am utterly averse to the system of Indigo advances, as it now prevails, and consider that it should be discouraged rather than facilities should be given to extend it. None but a Planter would deny that the cultivation of Indigo was not profitable to the Ryot. Is it for Government to encourage such a system? Make the cultivation profitable, and the Ryots will of their own free will and accord, and without the enactment of special Laws, enter into contracts for the cultivation of Indigo as readily as they will any other sort of produce, and will be as little likely to break their contracts as they are when engaging for the cultivation of any other sort of produce.

3. Every honest Planter will admit that no Ryot will take an advance unless he is in the last extremity, and that none ever get out of the Planter's books who are once in them. The reason of this is plain, Indigo cultivation is ruin to the Ryot. As well might Government give countenance and support to the usurious Mahajun as to the Planter, as he now deals with his cultivators. Both Planter and Mahajun act in the same way—both take advantage of the Ryots' necessities, and both derive a usurious profit from their dealings. Let the Planters allow to the Ryots a fair share of the profits they themselves derive, and there will be no complaints that the Ryots are eternally breaking their contracts. The Natives are not slow in perceiving where their interest lies, and the Date cultivation is an example, how readily they will adopt the cultivation of an article from which a profit is likely to be gained, and they are not deterred by the knowledge that years will elapse before they obtain the slightest return. If the Ryot received from the Planter a price for the plant he delivers that would enable him to stand the loss of a bad season occasionally, he would with greater readiness cultivate Indigo than he now does the Date tree and the Sugar-cane, and it is solely because there is no reciprocality of advantage that the Indigo cultivation is so much detested. As the Planters then have it in their own power to remedy the evil they complain of, they should be told to apply that remedy; and a hateful and an unfair system, such as the system of advances now is, should never in my opinion meet with any support from Government.

4. It may well be questioned how far Indigo cultivation, carried on as it is now, is really beneficial to the country. A Planter spends a great deal of money; he gives employment to a great number of persons; his residence in the country is in many ways beneficial to the

neighbourhood in which he dwells—these are all obvious advantages; and it is also very true that in Indigo Districts many a Zemindar gets a good rent for his Estate from the Planter, promptly paid, where he formerly found it difficult to collect a small and precarious rent. The profits to the Planter on his Indigo enable him to pay a rent above what he can himself collect. But if, as I have not the slightest doubt, that the Indigo has been obtained on a system ruinous to the Planter's tenants, then however valuable Indigo may be as an article of commerce, it would be better for the sake of the Ryots if there was not a stick of Indigo in the land.

5. So difficult is it to get lands for Indigo that the Planter finds it necessary to admit into his partnership the lord of the soil. To him he gives in the shape of enhanced rent the profit for Indigo, which in fairness belongs to the Ryot, and the Planters have only to give that share to the Ryot to make the cultivation of Indigo as popular as it is now the reverse, and they will then not need to lease lands at an unfair rate, only that they may have their Indigo cultivators more under their thumb.

6. As Planters *only*, Planters do not benefit the country. As Planters they certainly introduce a crop which is highly remunerative, but they take all the profit themselves, and keep the cultivators poorer than they would be if allowed to cultivate the poorest description of produce. Planters who are also Zemindars have two things to look to, their Indigo and their Ryots. These are the men whom we may look to be a real blessing to the country, for their interest as proprietors of the land makes them careful to protect the Ryots, and they cannot push Indigo cultivation to a ruinous extent as regards the Ryots, without suffering in a like degree themselves. In their hands, a Law making the breach of Indigo contracts criminal would be as little abused as it would be little used. But the Planter who only holds land that he may compel his tenants to raise Indigo for him, is not one whose power over the tenantry ought to be strengthened. He cultivates Indigo upon usury, and like every other usurer should be left to the remedy of the Civil Court.

7. It will not be deemed out of place to mention that I consulted Messrs. Hampton and Reily on the subject of Mr. Beaufort's letter, as they have both had considerable experience in Indigo Districts. Their opinions and those above expressed are identical.

From G. C. CHEAP, ESQ., Sessions Judge of Rajshahye, to A. W. RUSSELL, ESQ., Under-Secretary to the Government of Bengal,—(No. 8, dated the 17th February 1855.)

SIR,

I HAVE the honor to acknowledge the receipt of your letter No. 3079, of the 14th of December last, with its enclosures, calling on me to report my opinion on the suggestions made by Mr. Beaufort, the Joint Magistrate of Pubna, for the revival or re-enactment of Sections II. and III. Regulation V. of 1830.

2. These Sections were, I believe, rescinded, with reference to the orders contained in a Despatch of the Hon'ble the Court of Directors, dated so far back as the 10th April 1832. The reasons given by the Court were embodied in the 32nd, 33rd, 34th, 36th, 37th and 41st paragraphs of their letter, and in my humble opinion are so conclusive against the re-enactment, that I do not see how such *penal* Rules for breach of Civil contracts could ever be sanctioned by the Legislature.

3. Though none of the gentlemen who signed the Despatch are now in the Court, there can be little doubt that the present Members of the Court would unanimously subscribe to the opinion recorded by their predecessors.

4. I would also beg leave to remark that in this age of "Free Trade" no special *penal* enactment for breach of contract for the manufacture of Indigo would ever have the sanction of Parliament, before whom all Acts of the Indian Government have, I believe, to be laid.

5. For the above, and other obvious reasons that I do not think it necessary to state, as it would only be useless occupying the time of His Honor the Lieutenant-Governor, I am against the re-enactment of the Rules of Regulation V. of 1830 rescinded.

P. S.—The whole of the correspondence that took place relating to Indigo manufacture appeared in a Blue-Book published in 1833, and at my suggestion was reprinted by Messrs. Thacker and Co. in 1834. The Pamphlet is entitled "Papers relating to the Settlement of Europeans in India; republished from the Parliamentary Reports, by W. Thacker and Co., Calcutta,"—and may still be obtained from them; if not, I shall be happy to send you the copy I have.

From D. I. MONEY, ESQ., Judge of Moorshedabad, to the Secretary to the Government of Bengal,—(No. 89, dated the 26th March 1855.)

SIR,

I HAVE to apologize for the delay which has occurred in the submission of reply to your letter (Circular) No. 3079, dated 14th December 1854, forwarding copies of letters as per margin, and requesting my opinion regarding the re-enactment, as recommended by Mr. Beaufort, of Sections II. and III. of Regulation V. of 1830, for the purpose of enforcing the execution of contracts relating to the cultivation and delivery of the Indigo plant.

Letter from Commissioner of the Rajshahye Division, No. 402, dated the 3rd November 1854, to the Secretary to the Government of Bengal.
Letter from the Joint Magistrate and Deputy Collector of Pubna, No. 90, dated 26th October 1854, to the Commissioner of the Rajshahye Division.

2. It does not appear to me that Mr. Beaufort has shown good cause for the re-enactment of the Sections above mentioned, which, although no reason was given, were probably repealed by the Government as pressing hardly upon the Ryot, and giving too much power to the Planter. It was a power which was not possessed by those who had vested rights in land, the proprietors of the soil, and should only be delegated by the Law to those who speculate in one branch of the commerce of the country upon clear and undeniable proof of exigency, and not "merely to keep matters quiet."

3. It is a common notion, I believe, in almost every District that the Ryots are averse to the cultivation of Indigo, and that the agricultural community have suffered much from its cultivation. To what extent this is true could only be ascertained by a Commission of Inquiry. As far as my experience goes, there is little or no aversion on the part of either the Ryot or the Zemindar to the cultivation of Indigo on alluvial lands, because they do not yield other crops in *greater* abundance, and such aversion only exists, and excites in the end opposition and violence, when the Planter is determined to sow Indigo upon soil which the Ryot believes would give him an exuberant crop and pay him better if sown with paddy or any other seed. Though in many instances, for no just cause whatever, the Zemindar may instigate the Ryot to a breach of his contract, and deserves punishment, yet in cases like the above, where the contract is forced while the aversion exists, the natural consequence is opposition, and the Zemindar becomes the Ryot's protector.

4. The object to be attained under the proposed re-enactment is compensation for injury, and this can be more speedily and less vindictively attained by altering the Civil Law than by re-enacting a penal one.

5. Redress by summary suits is insufficient. I would lessen the period of twenty days fixed for serving Summons to defendants under the provisions of Clause 2, Section III. Regulation VI. of 1823 to ten days, and I would amend Section V. Regulation X. of 1836, which gives power to Judges to make over summary suits relating to Indigo for trial to the Principal Sudder Ameens and Sudder Ameens, by providing that Indigo Planters should be allowed to institute suits, according as they may value their claim, *direct* in the Courts of the Principal Sudder Ameen, Sudder Ameen and Moonsiff, instead of by the slower process of transfer by the Judge.

6. By Clause 4, Section V. Regulation VI. of 1823, the amount of penalty in breaches of contract, owing to accident, is regulated. If to every contract was attached, as a penalty for its infringement, an estimated amount of damages, fixed either with reference to the advances to the Ryot or the quantity of land contracted for, the Planter in a summary suit would realize the full amount of his losses. Without some such provision it would at any rate take time, even if it would not be difficult, upon the institution of a summary suit, to ascertain the amount of damages, and delay would ensue in recovering the amount and awarding the same to the Planter.

7. Mr. Beaufort states that "the civil prosecution of a large number of Ryots involves a large expenditure, the greater portion of which can never be recovered."

Section VI. Regulation VI. of 1823 provides for Indigo suits by the same process as suits for arrears and exactions of rent. Section VII. of Regulation VIII. of 1831, regarding summary suits for rent, provides that summary claims preferred under Section IV. of that Regulation, shall be written on paper bearing a stamp of one-fourth the value which would have been required in a regular suit, in spite of which, in summary suits connected with the Civil Court, the stamp value sometimes exceeds the value of the claim. The latter part of that Section, authorizing Collectors to take a plaint on 8 annas' stamp, where a party is unable to pay the price of the prescribed stamp, should be also extended to summary suits for Indigo.

8. If when the plaint is proved the Planter can obtain a decree with costs, and in execution realize the amount decreed, with interest and costs; and if by expediting the summary process, and lessening the expense, he can both speedily and cheaply obtain compensation for his losses; there is no reason to apprehend that affrays would be the more frequent consequence of the Planter's going to Law, and seeking its redress under such provisions, than if the stringent repealed Statutes alluded to were re-enacted.

9. Very few contracts have been registered under Clause 1 Section III. Regulation XX. of 1812, although the cultivation of Indigo has increased. I concur with Mr. Beaufort in his opinion regarding the Register of contracts, and the period at which they should expire. But I see no reason why they should not be, under careful provisions, registered by the Moonsiffs as well as by the Magistrate, Deputy Magistrate and Collector, and also by the Pergunnah Cazees under Regulation XXXIX. of 1793, on the payment of certain fees which might be fixed.

From J. C. Dodgson, Esq., Magistrate of Rajshahye, to A. W. Russell, Esq. Under-Secretary to the Government of Bengal,—(No. 3, dated the 3rd January 1855.)

Sir,

I have the honor to acknowledge the receipt of your Circular letter No. 3079, of the 14th December 1854, forwarding a copy of Mr. Beaufort's Report on the expediency of re-enacting a Law for summarily enforcing contracts for growing Indigo entered into by the Planters with the Ryots, together with a copy of Mr. Gouldsbury's letter on the subject, and requesting me to give my opinion on the matter in question; and in reply thereto to inform you that I most fully concur in what Mr. Beaufort suggests, and for like reasons to those fully given by that Officer; for I consider that the re-enactment of Sections II. and III. of Regulation V. of 1830 would go a great way in preventing those affrays with the Ryots of which the Zemindars are the main instigators. I am also of opinion that all contracts of this description ought to be immediately registered by the persons themselves, and at the smallest possible expense to the contracting parties, and should not be held valid in any Court unless so registered, nor should these contracts be enforced beyond

the current year, for if held valid beyond that time a door would be opened for oppression.

I consider the Law as it at present stands, by referring the Planter to a civil suit, gives him no protection whatever, for when a Ryot agrees to cultivate, say ten beegahs of Indigo, he generally receives an advance of Rupees twenty or Rupees two per beegah, giving no security after the vexatious delay which at present is inseparable from a civil suit, if he obtains a decree against the defaulter, finds that the whole property of the Ryot is not worth half of the original sum advanced to him, not to mention the costs of the civil suit.

Such being the case I consider that what Mr. Beaufort advocates, if carried out, would be of immense benefit to all Indigo Planters, without in the least degree being a source of hardship to the Zemindar or his Ryots.

From H. B. LAWFORD, ESQ., Officiating Magistrate of Nuddea, to the Under-Secretary to the Government of Bengal,—(No. 31, dated the 12th January 1855.)

SIR,

I HAVE the honor to acknowledge the receipt of your Circular No. 3079, dated the 14th ultimo, and its enclosures.

2. In reply thereto I beg to inform you that I consider that the re-enacting of the Law for summarily enforcing the execution of contracts entered into for the cultivation and delivery of Indigo would be a beneficial measure, provided that a stringent Law were enacted to prevent its abuse, and to protect the cultivators of the plant.

3. Act V. of 1830, before the repeal of the two first Sections, was altogether in favor of the Planter, and left the Ryot entirely at his mercy, for of course the Planter could make the Ryot take advances to any amount, and after that have him punished in the event of his refusing to sow his land with Indigo.

4. Now there is no doubt that Ryots generally object to the cultivation of Indigo: in the first place, when the advances are given, the Ryot receives the money with his own hand, but before he has left the compound of the Factory he has been mulcted of the best part of it by the Factory servants, so that he is not much better off when he leaves the Factory than when he entered it. I do not see how this can be put a stop to, for though many Planters make the advances to the Ryots with their own hands, they say that they know the Factory servants take a

certain part for themselves from the Ryots immediately the money is paid.

5. Then again Indigo is not a crop which pays, as any honest Planter will allow, and very often, so far from paying, it is a dead loss to the Ryots; this being the case, their antipathy to the crop is not to be wondered at; moreover if, in a bad season, the Ryot, who has received advances, cannot produce a sufficient crop of Indigo to cover those advances, the sum in which he is indebted to the Factory is carried on under the head of advances to him, although he may receive nothing at all.

6. This is, I think, exceedingly unjust, and in my opinion the Planter ought to have no claim whatever against the Ryot, after the Ryot has sown and delivered the crop of the specified quantity of land which he (the Ryot) agreed to sow.

7. It is not the Ryot's fault if the crop turn out a bad one, and if so, why should he be obliged to bear the burthen of the loss of it: if the Planter had sown and cultivated the Indigo himself, and an adequate crop had not been produced, the Planter would have had to bear the loss himself, and because the Ryot has sown the crop, why should he have to bear the loss for the Planter.

8. When Planters are asked why they do not take the cultivation of Indigo into their own hands, and do away with the system of advances, they will tell you that it would be impossible to attend properly to the operations of a large concern; there may be some force in this argument, but I am quite sure that one reason for their disliking the cultivation is the knowledge that the loss in a bad season would fall on themselves instead of on the Ryots.

9. Then again many Planters, instead of apportioning a reasonable quantity of the Ryots' land for the cultivation of Indigo, will take a third or even a half of course; when this is the case the Ryot's time is almost wholly taken up with his Indigo crop, and as this does not pay him, he necessarily becomes a ruined man.

10. Now I know of one concern in this District in which the Manager only takes two beegahs out of thirty for the cultivation of Indigo. The loss of his Ryots on that crop therefore is so small that it is scarcely felt by them, and it is a loss for which they are compensated by the protection afforded to them by the Factory. I do not mean to say that two beegahs out of thirty is the utmost that any Planter ought to be allowed to take, but if one man can make taking that quantity pay, no one

ought, I think, to be allowed to take the excessive quantity which, as I have shown above, some are in the habit of taking.

11. There is no denying that the Planters require protection for their crops after they are sown, as the Zemindars are constantly stirring up the Ryots to refuse to sow after they have taken advances, and I think that the re-enacting of the two first Sections of Act V. of 1830 would be sufficient to protect their interests, though, at the same time, I think a Clause should be added to Section IV. of the Act (unrepealed) making it a misdemeanor for a man to plough up his own Indigo after he has taken advances for the crop; for the present Law, as interpreted by the Sudder Nizamut Adawlut, allows a Ryot to destroy his crop *himself*, after he has taken advances, and refers the Planter for redress to the Civil Court.

12. If a Law such as this be passed for the protection of the Planter, there should be a stringent one passed for the protection of the Ryot, one proviso of which should be that no Planter should be allowed to take more than a certain proportion of the Ryots' land for the cultivation of Indigo. I imagine that it could be easily ascertained from the Planters themselves what a fair proportion is. If any Ryot chose voluntarily to take advances to sow more than the legal quantity of his land with Indigo, and afterwards refused to sow, the Criminal Courts should only be empowered to enforce the sowing of the legal quantity, and the Planter might sue the Ryot for any further claims against him in the Civil Courts: without a proviso of this nature, an agreement would be taken from every Ryot to sow any quantity of land the Planter pleased, and the Law would thus become a dead letter.

13. Another feature of this Law should be that if, owing to a bad season, or any other cause out of the control of the Ryot, the produce of the land which he had sown did not cover the advances which he had received, the Planter should have no claim against the Ryot on that account, it being manifestly more equitable that the loss consequent on a bad crop should be borne by the Planter than by the Ryot who was obliged to sow it for him.

14. If some such Law as this were passed for the protection of Planters and Ryots, Indigo cultivation would be more popular, I think, in the eyes of the people, and the protection afforded to the Planters would prevent many of the unseemly outbreaks which, at present, are of too frequent occurrence in the Mofussil.

From A. E. RUSSELL, ESQ., Magistrate of Tirhoot, to A. W. RUSSELL, ESQ., Under-Secretary to the Government of Bengal,—(No. 20, dated the 19th January 1855.)

SIR,

I HAVE the honor to acknowledge the receipt of your Circular letter, No. 3079, dated 14th ultimo, forwarding copies of letters from Mr. Beaufort and the Commissioner of the Rajshahye Division, regarding the expediency of re-enacting a Law, making the evasion of Indigo contracts by Ryots punishable by the Criminal Courts.

2. It appears to me that in some cases the Indigo Planter is certainly put to great inconvenience and loss by the evasion of the contracts by the Ryots, as though he may obtain a decree against the Ryot it is very often quite impossible to levy enough from his property to cover the expenses of the Law proceedings and the amount decreed, but though many of these cases are so like fraud on the part of the Ryots that they might be justly punishable for the offence, yet taking into consideration the fact that in many parts of the country the cultivation of Indigo is rather a forced than a voluntary act on the part of the Ryot, as is shown by the fact that scarcely any Factory in this District has cultivation in any Mouzah except in such as are let in farm to the Factory, I do not think that it is advisable to enact a Law which would make the evasion of a contract in many instances forced on the Ryot against his will a matter for punishment under the Criminal Law.

3. In cases where the cultivation of Indigo is voluntarily undertaken by the Ryots, it has often appeared to me a hardship that the Planter should have no redress except through the Civil Courts, but in enacting a Law of this kind it is necessary to take into consideration the state of Indigo contracts in general, and I do not feel inclined, all things being taken into consideration, to recommend the enactment of such a Law.

From G. A. PEPPER, ESQ., Officiating Magistrate of Purneah, to the Secretary to the Government of Bengal,—(No. 45, dated the 22nd January 1855.)

SIR,

IN reply to your letter No. 3079, dated 14th December 1854, and to the inquiry contained in it, I beg to subscribe the following opinion:—

The question at present under consideration is, whether an Act, as proposed by Mr. Beaufort, to make the non-fulfilment of a contract entered

into by a Ryot subject to summary trial and punishment in a Criminal Court would be beneficial or otherwise.

It is universally admitted that the present state of the Law is defective; that it affords no protection or security to the interests of the Planter, and for the ends of justice is totally inadequate; that it is much too dilatory, and that Planters avoid resorting to it, as it only entails additional loss upon themselves. Under these circumstances some new Law becomes absolutely necessary, but it is questionable whether more evil than good would not result, if the Act, as proposed by Mr. Beaufort, be passed without any corresponding check, and I think Mr. Beaufort's plan of confining the validity of an engagement to one year would not alone be sufficient, though an excellent measure in itself.

From inquiries I find that the generality of Planters would approve of the proposed Law, but some have objected on the ground of it giving the Planter too much power, and that when formerly it existed it was much abused. Under these circumstances it appears to me that a summary process by Civil Law would be most advisable, whereby all the advantages proposed by the new Law would be secured without many of its objections.

However, on taking the subject into consideration, it appears to me that every person voluntarily entering into a compact should be bound to perform it, or bear the loss; but herein lies the difficulty, that it is not a criminal act to decline fulfilling a contract; and *secondly*, a Ryot who so breaks his engagement and seriously injures the Planter is, generally speaking, a pauper, or at least so manages to dispose of his property as to make it worse than useless to prosecute him for damages. It not unfrequently happens too that the want of ready money makes a Ryot enter into the agreement when he is well aware at the time that he cannot fulfil it, and has no intention of doing so, or sows bad grain or at an unfavorable season, thereby hoping by the loss of the crop to secure his lands for some other purpose. However, these subterfuges and fraudulent practices of the Ryot, whether instigated by a neighbouring Zemindar or by personal motives, prove the inadequacy of the present Law, and the necessity of some other more summary and more stringent. But again, there is a serious objection to the one proposed. It strikes at a great principle, it brings civil acts which are cognizant by the Civil Law within the scope of the Criminal Law. It tends to make cognizant by the Criminal Law acts which are not criminal. It interferes with

the liberty of the subject. For instance, a Ryot enters into an agreement, from which he thought a corresponding advantage would accrue to himself, but after all the formalities are gone through, upon more mature reflection, he finds that he has been overreached, will he be imprisoned for withdrawing from such a contract? He finds his contract injurious to his interests, perhaps seriously so, he is therefore willing to bear the loss by Civil Law, incurred by the infringement of his contract, provided he can save himself from ruin. Would there be any crime in his doing so; on the contrary, would it not be a serious infringement of his liberty to compel him to endure more loss than justice requires and is necessary, and to prevent him seeking what he considers his best interests? How can a man be criminally prosecuted for seeking at his own cost to better himself? In my opinion it is only when he becomes without just cause unwilling, or foreknowingly unable to bear the loss, and thereby casts the burden of his own shortsightedness intentionally upon another, that any criminality can be attached to his act, and that he might be deservingly and advantageously subjected for fraud to the Criminal Authority.

Besides, as we are administrating for Planters and Zemindars, it would be as well to consider what it is they wish to secure. The object and interest of a Planter is to secure as much labor on as moderate terms as possible, and for that purpose he makes advances to the Ryots. Is he not bound to take some precautions previous to doing so, or is he to proceed blindly to work and leave his interests to the protection of the Law. The Law protects him who seeks to protect himself, and the Planter should not have that protected by an arbitrary Law which might be secured by an exercise of proper caution. The Planter's interest is to protect rather than oppress the Ryot, on the principle that free labor is more productive than forced, and the Ryot's interest in most cases is to adhere to his contract. The reason of his breaking it is, that he has to serve two masters who are generally opposed to each other, the Zemindar and the European Planter, and to satisfy the demands of the former, the Ryot enters into fraudulent contracts with the latter. The Ryot is to blame for entering into the contract, but the Planter should, in my opinion, exercise more circumspection, and make no advances till he knows the Ryot's ability to fulfil his promise, and has sufficient security offered for its performance. It is, generally speaking, fraud on the one side and negligence on the other. But should the Law exist, will the Planter be

benefitted to the extent proposed and expected? A Ryot in prison cannot return him the crop he agreed for, and the fear of being subjected to such a degradation may deter all the more respectable Ryots from taking any advances or making any such agreements, and so render the Law nugatory, while those only who did not fear the result, and consequently would not be deterred by it, would work on such terms.

There are persons however against whose fraudulent practices a Planter requires protection much more than against the Ryots, and these are ill-disposed, unscrupulous and extorting Zemindars. For instance, a Planter has made advances to Ryots for Indigo: this takes place when their lands are under water, but when the season arrives for sowing, the Planter wishes to measure the land engaged to him, and suddenly finds that a Putneedar or a Zemindar has so intimidated or bought over the Ryots that he will not, and they dare not, let the Planter measure the lands he has paid for, and the only course left the Planter is to do it at all risks, or to pay the required fee of 400 or 500 Rupees to the extortioner, whether Putneedar or Talookdar or Zemindar, knowing well at the same time that the next year will bring a like or increased demand.

There are Native Planters, as well as European; there are respectable men amongst them, but there are also some of the most unscrupulous; what is to deter any of the latter from taking advantage of the great power entrusted to them, unless there is some corresponding check to protect the Ryot? Limiting the period of the validity of the agreement to one year, as Mr. Beaufort proposes, only prescribes a bound to their authority, but does not give any security against the abuse of it. From these and similar considerations, I would propose a summary civil process, otherwise I cannot advocate the proposed new Law without some amendments and extension.

Thus I beg to suggest that the Ryot be only prosecutable in the Criminal Court, and subject to one month's imprisonment in case—

First,—He is proved to the satisfaction of the Magistrate to have broken a good and valid contract, and to have no personal property or other means whereby the injury inflicted on the Planter can be remedied and his claims satisfied. But should the Ryot prove that he possesses property, which can be sold to indemnify the claims of the Planter, or that he has land which the Planter can use for raising a crop of Indigo, and which he is willing to cultivate or give the Planter to be

cultivated, or has given good and sufficient security so that the amount can be recovered, I would, in that case, remit the imprisonment and attach the property, pending a decision by Civil Court, or else give to the Criminal Court the necessary authority to award damages.

Secondly,—In case the Ryot has been proved to the satisfaction of the presiding authority to have fraudulently made or to have broken an engagement, fraudulently, or with a view to his own profit, at the risk of the Planter.

Thirdly,—In case of having broken an engagement, the Ryot possesses no available property or has no sufficient security, which was however sufficient at the time of making the contract, (for if insufficient then the fault is the Planter's for accepting it.)

Fourthly,—As imprisonment of the Ryot will not indemnify the Planter, I would propose that in all cases where land could be identified and proved to belong to the Ryot, and he had *no other means* of repaying the Planter, that the amount of land engaged for in the contract be made over for the crop or the season to the Planter.

Fifthly,—As securities and Zemindars are often as culpable, or more so than the Ryots, all persons proved to have aided and abetted the Ryot in defrauding the Planter should be punishable by fine, (for instance, two Ryots stand security for a third when he enters an engagement with the Planter, and fraudulently assert that they possess property, or connive to produce property to deceive and induce the Planter to accept their security and make the advance). In such a case I would propose that not only the Ryot be afterwards punishable should he break the engagement, but that the sureties be made also responsible and subject to a like sentence.

Sixthly,—To give protection to the Ryot, I would beg to suggest that, in cases when it is proved to the satisfaction of the Magistrate that the charge brought by the Planter against any Ryot is unfounded or malicious, the Planter or Zemindar subject himself for every such offence to one month's imprisonment, and 200 Rupees' fine or an additional month's imprisonment, and that the Magistrate be empowered to award damages to the Ryot from the amount of the fine levied, or from the personal property of the defendants.

Seventhly,—That no claim for broken contracts be admissible under this Act beyond one year of the date of their engagement.

Eighthly,—That Planters be authorized to measure lands for the amount of which they hold engagements.

All which, I still think, might be as well or better done by a Small Cause Court than by a Criminal.

From G. BRIGHT, ESQ., Magistrate of Midnapore, to the Under-Secretary to the Government of Bengal,—(No. 39, dated the 29th January 1855.)

SIR,

IN reply to your Circular letter No. 3079, dated the 14th December 1854, I have the honor to report that no necessity appears to me to exist to make the breach of contract by Ryots for Indigo cultivation a criminal offence. The Law as it stands, under the provisions of Regulations VI. of 1823 and V. of 1830 and Act X. of 1836, is in my opinion quite sufficient to secure the interests of the Planters, and it would be unreasonable to suppose that a special Law should be passed for this class of people, without extending it to all other classes engaged in cultivation of other kinds of crops, and who are equally liable to the same loss and inconvenience.

2. It is argued that, from want of such a Law Planters resort to violence to compel the fulfilment of contracts, and that breaches of the peace thereby occur. I do not see how the proposed Law would obviate this. Under the present prevailing system of lattials and armed retainers, compulsion would in most cases be primarily resorted to, to save the trouble, inconvenience and loss of time necessary for prosecution in the Criminal Courts. The prosecution itself would only be of second rate importance, and as it were, kept in reserve in case such other means failed, or it was seen that for some cause it would be an unadvisable act to adopt violence.

From C. F. CARNAC, ESQ., Magistrate of Moorshedabad, to the Under-Secretary to the Government of Bengal,—(No. 83, dated the 6th February 1855.)

SIR,

I HAVE the honor to acknowledge the receipt of your letter No. 3079, dated 14th December last, with its enclosures, on the subject of contracts entered into for the cultivation and delivery of Indigo plant.

2. I have given the matter my best consideration and conversed with several parties on the subject, and although I was in the first instance inclined to vote against the introduction of the system of making the

non-fulfilment of contracts for Indigo penal, fearing lest some might make it the means of oppressing the Ryots, I have now come to the conclusion that, provided each contract be registered regularly, as proposed by Mr. Beaufort, the plan cannot help being of considerable benefit to the Planter, whilst it will not in any way tend to place at the disposal of many of the class another instrument of tyranny and oppression.

3. There is no fear, I think, of the Planters themselves, as a body, abusing the Law, if passed ; for I believe them to be a far more enlightened and better class of men than were in existence when the former Act was passed, but there are of course exceptions to the rule, and it is to provide against their abusing the privilege that some stringent measures should be adopted.

4. I would suggest, however, that the Act should apply not only to contracts for Indigo, but also for supplying cocoons, &c., for which very large advances are made by those engaged in the manufacture of silk.

5. It often happens, I believe, that a man takes advances for a large supply of cocoons according to the promise of the *bund*, or supply. Instead, however, of supplying the cocoons in question to the manufacturer who has really advanced, he goes and offers them to another, who readily takes them off his hands, and thereby the man secures a double price for his cocoons, at the expense of the party who has advanced for them. In such a case the loser has no redress except in the Civil Court, to which it is not often worth his while to have recourse.

6. The contracts, if registered, should be witnessed by two parties, not in any way connected with the one advancing the money ; and the Registers of such deeds should be appointed by the Magistrate in the neighbourhood of every Indigo Factory and Silk Filature.

7. I think that the sum of four annas would be a sufficient fee for registration, and two annas for a copy of every deed. This charge would not be felt by any one, and would be sufficient to remunerate the Register himself.

8. Where Police Thannahs are available, I do not see any objection to the contracts being registered there, in due form, and noted merely in the Razeenamcha to prevent any fraud; a certain fee might also be allowed to the several Police Officers entrusted with the duty.

9. Where a Moonsiff's cutcherry is at hand, it would, I think, be advisable to entrust him with the Registration of the deeds in preference to the Darogahs.

From E. W. MOLONY, Esq., Officiating Magistrate of Jessore, to the Under-Secretary to the Government of Bengal,—(No. 92, dated the 8th February 1855.)

SIR,

I HAVE the honor to acknowledge the receipt of your Circular No. 3079, dated the 14th of December, with enclosures, and in reply beg to forward my opinion on the proposition submitted by Mr. Beaufort.

2. Mr. Beaufort, after explaining that the Planter has no remedy for breach of contract to sow Indigo but in the Civil Court, goes on to show in paragraphs 7 to 13 the evils resulting from such breach of engagement on the part of the Ryot when backed by his Zemindar; that the expense and tediousness of a Civil suit prevents the adoption of that course, and that the Planter is in consequence driven to compel fulfilments of contracts by physical force. He then proceeds to argue that much of this would be prevented by the re-enactment of Sections II. and III. Regulation V. 1830; that the Zemindars would cease to instigate the Ryots to break their contracts, and that affrays and disturbances would be of much rarer occurrence.

3. Mr. Beaufort correctly states that it is the intervention of the Zemindars either with a view of extorting money or from personal motives of enmity which causes the Ryots to break off their contracts, but I do not agree with him that the Law he proposes will remedy this evil, though it may check it in some measure. In paragraph 14, Mr. Beaufort says—"the Zemindar will be driven to the not illegal power he may exercise "over his Ryots to prevent their taking advances instead of first taking "and then repudiating them." This will bring the Planter and Ryots into collision and will lead to constant disturbances, and the same system of intimidation will be necessary to make the Ryots take advances, as is necessary now to make them fulfil their engagements; the power of the Zemindar, as instanced in paragraph 12, will not be lessened.

4. But the question is, not whether the proposed enactment will tend to check affrays or oppression; such a result will never be brought about by this or similar Laws, until the cultivation of Indigo becomes more tasteful to the Ryots; but whether it is just and proper to give assistance to cause the enforcement of *bonâ fide* contracts of a nature particularly liable to be broken through, and which if not enforced very summarily entail great loss upon the Planter. This, I think, should be

done, and I entirely agree with Mr. Beaufort in the propositions contained in the 14th to 18th paragraphs of his letter. No person should be punishable for breach of a contract in which all these forms had not been observed.

From F. BEAUFORT, ESQ., Joint Magistrate of Pubna, to A. W. RUSSELL, ESQ., Under-Secretary to the Government of Bengal,—(No. 114, dated the 19th March 1855.)

SIR,

I HAVE the honor to acknowledge the receipt of your letter No. 3079, of the 14th December last, with its enclosures, regarding the summary enforcement of contracts for the cultivation of Indigo.

2. Having expressed my own opinion on this subject at full length, it would be superfluous for me to say anything more on the subject. But I may observe that Mr. Gouldsbury has not entered upon the question in the objections which he has urged to the proposal. The only point for consideration is, whether the "extraordinary and anomalous measure" is required or not; and it is hardly a sufficient reason for ignoring it, that it merits such epithets.

3. If the civil penalty be insufficient, as I have already attempted to show, the only resource is to make the breach of faith punishable criminally. And if the enactment proposed has the effect of preventing the disturbances which so commonly occur, and so constantly embroil the peace of a District, I cannot for my part see any objection to it in the fact that it is opposed to a preconceived maxim of Law.

No. IV.

MINUTE by the Lieutenant-Governor of Bengal,—(dated the 6th June 1856.)

I AM desirous of knowing how the late Indigo sowing season passed off in the Indigo Districts with respect to disputes coming before the Magistrates, caused by contending claims to land or complaints of non-fulfilment of contract on the one hand, or of forcible sowing of Indigo on the other.

I wish the several Commissioners called upon to ascertain the facts from the Magistrates and to report them to Government, stating at the same time their own and the Magistrates' opinions whether, where such disputes have occurred, they have been owing to defects of Law or administration, such as it may be in the power of the Government to remedy; and if so, what are the remedies they would suggest for that purpose.

A similar communication may be made to the Sudder Court in order to obtain their sentiments on the subject, and those of the Sessions Judges.

From C. T. BUCKLAND, ESQ., Junior Secretary to the Government of Bengal, to the Commissioners of the Patna, Bhaugulpore, Rajshahye, Dacca, Chittagong, Nuddea and Burdwan Divisions,—(No. 2048, dated the 7th June 1856.)

SIR,

THE Lieutenant-Governor is desirous of being informed how the late Indigo sowing season has passed off in the Indigo Districts of Bengal, with respect to disputes which have come before the Magistrates caused by contending claims to land between neighbouring Planters or Zemindars, or by complaints of non-fulfilment of contracts on the one hand, or of forcible sowing of Indigo on the other, between Planters and Ryots.

2. I am directed, therefore, to request that you will ascertain the facts of any cases that may have occurred from the Magistrates of the Districts in your Division in which Indigo is cultivated, and that you will report on them to Government, stating at the same time, your own and the Magistrates' opinion whether, where any such disputes have occurred, they have owed their origin to any defects of Law or administration, such as it may be in the power of the Government to remedy; and if so, what are the remedies which you would suggest for that purpose.

From C. T. Buckland, Esq., Junior Secretary to the Government of Bengal, to the Officiating Register of the Sudder Court,—(No. 1704, dated the 7th June 1856.)

Sir,

I am directed to forward herewith a copy of a letter this day addressed to the Commissioners of Circuit noted on the margin.

Patna, Bhaugulpore, Rajshahye, Dacca, Chittagong, Nuddea and Burdwan Divisions.

2. The Lieutenant-Governor requests that the Court will take the subject of this communication into their consideration, and will favor him with their own opinion on it, after communicating with the Sessions Judges of the Districts in which Indigo is cultivated.

From C. STEER, Esq., Commissioner of the Chittagong Division, to the Secretary to the Government of Bengal,—(No. 166, dated the 2nd July 1856.)

SIR,

I HAVE the honor to acknowledge the receipt of your letter No. 2048, dated 7th ultimo, calling for a report how the late Indigo sowing season has passed off in the Districts of this Division, with respect to disputes which have come before the Magistrates caused by contending claims to land between neighbouring Planters or Zemindars, or by complaints of non-fulfilment of contracts on the one hand, or of forcible sowing of Indigo on the other, between Planters and Ryots.

2. In this Division, Tipperah is the only District where Indigo is cultivated. No dispute occurred in the last Indigo season regarding Indigo sowings, &c. Only one petition was given on the part of Mr. Lamb, complaining of anticipated opposition in sowing, but none was made, and the Police reported that the sowing had been completed without hindrance.

3. It would I think be an advantage, if cases for breach of contract to cultivate Indigo, under Regulations VI. of 1823 and Act X. of 1836, were made cognizable by the Moonsiffs primarily, instead of the present rule, which makes those cases cognizable by the Zillah Judge, and referable at his pleasure to the Collector. Under certain circumstances the necessity for an application to the Judge makes the Law a dead letter. The crop is going under water and no time is to be lost in cutting it.

4. Again, if there is no objection to special legislation in favor of Indigo Planters, a subject which I shall not now discuss, and the object is to remove by all means the causes which lead to affrays between Planters and Ryots, there should be better provision made for this at the time when Indigo is to be sown. When a Ryot, who has taken advances, meditates disposing of the crop to some one else, the Law provides the means of enabling the Planter to obtain the crop; if a Ryot takes advances and will not sow, the Planter's only remedy is an action for damages. But a decree against a Bengal Ryot, every one knows, is of no more value than waste paper. The value of a crop of Indigo is to the Planter, on the contrary, much more than three times the amount of

the advance, were that even always recoverable. There is every temptation therefore to the Planter to take the Law into his own hands and sow by force the land which, by contract, ought to have been sown by the Ryot. Two things then are required, *first*, some remedy more than nominal to recompense the Planter for loss sustained by breach of contract; and *secondly*, some suitable and effective measure to prevent the Planter from sowing by force the lands of a Ryot who has taken advances and refuses to sow them with Indigo.

5. I see no objection why a Planter should not be allowed to apply to the Court to sow the land, for the cultivation of which he has made advances, in the same way as he is now allowed to apply to Court to cut a crop for which he has advanced. Were he allowed to do this, and any opposition to him was declared a criminal offence, punishable by the Magistrate, it would remove in a great measure the fighting which now often arises at the time of Indigo sowing. If these cases were made cognizable by the Moonsiffs, and a rule made like the one I propose, there would be no necessity for the Planter to take the Law into his own hands. The Moonsiff is always close by, his order would enable the Planter to sow the land of a contracting Ryot before the time of sowing passed by, and he would have better security for the recovery of his advance than a decree for damages.

6. The Ryot could not justly complain, for he has done the wrong which has led to the deprivation of his lands. After the crop has been cut, he should be restored to his lands, and an account rendered to him of the expenses incurred by the Planter in the cultivation and reaping, &c. If at the price the crop was bargained to be sold there is anything due to the Ryot, he should be entitled to it; and if the Planter has suffered any loss, he should be entitled to recover it by a suit against the Ryot, and it should be declared that a Planter sowing by force the land of any Ryot with whom he has a dispute, and without permission obtained from the Moonsiff, would render himself, and all parties concerned in the sowing, amenable to punishment by the Magistrate.

From J. H YOUNG, ESQ., Officiating Commissioner of the Burdwan Division, to the Junior Secretary to the Government of Bengal,—(No. 101, dated the 15th July 1856.)

SIR,

I HAVE the honor to acknowledge the receipt of your letter No. 2048, dated the 7th ultimo, desiring me to report, for the information

of the Lieutenant-Governor, how the late Indigo sowing season has passed off in the Indigo Districts of this Division. Whether any disputes have arisen, and if so, whether they are from defects of Law or administration, and if so, what remedies I would suggest.

2. I called on the six Magistrates in this Division to report on the subject, and I have just received their answers. In Bancoorah and Beerbhoom there have been no such cases, and in Hooghly and Howrah only one or two. In Midnapoor and Burdwan there have been six or seven such cases, but all of a trifling description.

3. Mr. Lawford is the only Magistrate under me who has suggested any alteration in the present Laws concerning the cultivation of Indigo. That gentleman was, as His Honor is aware, for some time in the Kishnaghur District before he came here, and his opinion on the subject is therefore entitled to some weight. For this reason I beg to forward his letter on the subject in original.

4. Mr. Lawford's remarks may be considered under two heads; *first*, he thinks the Law hard upon the Planter, inasmuch as the Ryot, after taking advances, may "wilfully destroy his own crop," and it is "not to be expected that the man who has made the advances will stand quietly looking on while his crop is being destroyed, when he knows that his only remedy will be the Civil Court."

5. For this state of things, Mr. Lawford suggests a remedy in these words—"when the Ryot has taken advances, and the crop has come up, let the Planter have the Indigo, and the Ryot the profit of his land."

6. There seems to be some obscurity here as to the ownership of the crop. In the first instance it is called that of the Ryot, and in the second, that of the Planter; and it would probably be difficult to state by Law when it changed hands. For instance, supposing the day after the sowing the Ryot ploughs up the land before (that is) the crop can have appeared above the ground, to whom does it belong?

7. But the great objection I should have to legislating in this way, would be the interference which it would necessitate in the private affairs of individuals.

8. The Planter makes advances for the cultivation of Indigo just as the Mahajun does for the cultivation of Rice or any other crop. We do not interfere to let the Mahajun take the Rice crop, and why should we do so for the Planter? If the Mahajun is injured, he has his remedy

in the Civil Court, and so has the Planter. I cannot see why one should be more favored than the other.

9. Mr. Lawford also considers the Law to be hard on the Ryot, and he suggests that, if after receiving advances "the crop fails through no carelessness of the Ryot, let the Planter bear the loss, and the advances which the Ryot has received be struck off the books; he planted Indigo to please the Planter, not to please himself, and that being the case, why should he be the sufferer?"

10. If the Planter chooses to advance his money on these terms, there is no reason whatever, it seems to me, why he should not be allowed to do so; but to make a Law enforcing these terms in all cases would be most objectionable, in my opinion.

11. It would also, I believe, be quite futile, futile as the old Usury Laws were, to prevent the extortion of high interest. If the Planter could only advance money legally on these terms, he would soon find out an illegal mode of doing it, which would answer his purpose as well, if not better than the present way.

12. I would altogether deprecate any legislative interference with such private transactions. I would protect the Planter, who has given advances by laying heavy penalties upon the Ryot who breaks his engagements, and I would protect the Ryot from being compelled to take advances by giving him all the facilities possible for clearing up his accounts in a legal manner, and for enabling him to extricate himself from the Planter's grip.

13. In the first of these cases the decision lies in nine cases out of ten with the Fouzdaree Authorities, with all their oppressive machinery; and in the second, with the Dewanee Authorities, with all their procrastinating machinery. If such cases were disposed of by the Revenue authorities, it would, I believe, be a great gain to the honest Planter and the honest Ryot.

From H. B. Lawford, Esq., Officiating Magistrate of Burdwan, to the Commissioner of the Burdwan Division,—(No. 132, dated the 3rd July 1856.)

Sir,

With reference to your Circular letter No. 27, of the 9th ultimo, I have the honor to inform you that the Indigo sowing season has passed off this year without any disturbance in this District; seven

complaints only, in connection with Indigo, having been preferred to me, and these all of a very trifling nature.

2. In two of the cases the dispute arose about the boundaries of the land: one was amicably settled, and the other is still pending.

3. In one case complaint of forcibly sowing Indigo in another man's land was made: the case is still pending, but it is one of no difficulty.

4. Two cases of wilfully destroying Indigo are pending, but as the crop was destroyed by others than those by whom it was sown, there will be no difficulty in disposing of them.

5. One case, in which a Chowkeedar rented his land to a Gomashta, and when the latter went to sow Indigo repudiated his bond, was amicably settled, and another similar case in which a Planter agreed with a Zemindar to sow Indigo on the latter's land, giving up the land after cutting the crop, and which the Zemindar denies, is still pending under Act IV. of 1840. No defect in the Law has given rise to any of these disputes, as they might have occurred with any other crop. I do not mean to say however that there are no defects, for I consider the Law, as now interpreted, which allows a man who has taken advances for the purpose of sowing Indigo to wilfully destroy his own crop, an anomaly, which I think cannot too soon be altered; that a Law of this nature should cause disputes cannot be wondered at, for it is not probable that the man who has made the advances will stand quietly looking on while his crop is being destroyed, when he knows that his only remedy will be the Civil Court.

6. Another great evil which exists in the system rather than the Law, is the way in which money is advanced to the Ryots. I believe it is admitted on all hands that money must be advanced to a Ryot, whatever crop he sows, so that advances cannot be done away with, but Indigo is a most uncertain crop, and is consequently not regarded so favorably by the Ryots as Rice and other common crops. A good season may and probably does pay him, taken by itself, but in the balance against this must be placed the numerous seasons in which the crop almost and sometimes entirely fails, and when this is the case the Ryot loses the produce of the land, and also gets debited in the Planter's books with the advances he has received, and if this goes on for several seasons he gets so deep in debt to the Planter, that he has very little chance of ever freeing himself again.

7. This is a system which I think ought not to continue.

8. When the Ryot has taken advances and the crop has come up, let the Planter have the Indigo and the Ryot the profit of his land, but if the crop fails through no carelessness of the Ryot, let the Planter bear the loss, and the advances which the Ryothas received be struck out of the book; he planted Indigo to please the Planter, not to please himself, and that being the case I do not see why he should be the sufferer.

9. In *nijabad* concerns, you hardly ever hear of disputes, simply because the Planter sows his own lands with his own servants; if you ask the proprietor of a large concern why he does not have his land *nijabad*, he will probably tell you that it is impossible to keep up a sufficient number of ploughs, bullocks, &c., to cultivate such a vast extent of country, but I believe the principal reason is the knowledge that if the crop fails the loss will be his own, and not the Ryot's, as it is now.

10. If Ryots knew that if the crop failed owing to no fault of theirs the advances would not be carried on against them, I have no doubt that the culture of the crop would become popular, as then it would be worth while running the chance of making a good season and large profits, and if the crop failed their only loss would be that they would get no profit out of their land.

From A. GROTE, ESQ., Officiating Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal,—(No. 94, dated the 19th August 1856.)

SIR,

I HAVE the honor to acknowledge the receipt of your letter No. 2048, dated the 7th June 1856, calling for certain information regarding any disputes about Indigo which may have occurred during the late sowing season.

2. The Magistrate of Nuddea tells me "there have been complaints of forcible advances, breach of contract, forcible sowings, breaking up of cultivated land, all of which cases have been amicably settled; in fact trespass, that is, destruction of crop by cattle, have been the only cases connected with Indigo that have been at all generally punished. There have also been a few cases of illegal assembly in which Act V. of 1848 has been put in requisition four times."

3. The Magistrate of Moorshedabad reports that no cases of the kind have occurred in the Thannah under his direct management: four cases occurred in the Aurungabad Sub-Division. In three of these, Ryots

complained of being compelled to sow Indigo; the other was a boundary dispute. "They might all have been of a more serious character," Mr. Spencer adds, "had it not been for the proximity of the Sub-Divisional Court." In my last Quarterly Statement Mr. Herschel's explanation of one of these cases has been quoted from at some length.

4. The Magistrate of Jessore gives the number of petitions connected with Indigo cultivation in the following Tabular form :—

	Jessore.	Magoorah.	Khoolnah.
1. Complaint of collections of lattials for forcible sowing of Indigo and prevention of sowing sometimes, including charges of plunder.	2	38	0
2. Sowing Indigo in paddy and other lands belonging to and sown by Ryots. ...	8	7	4
3. Burning a house for the purpose of sowing Indigo on its site...	0	1	0
4. Forcibly taking away Ryots' bullocks to sow Indigo and to compel them to fulfil contracts ...	0	9	0
5. Duress to compel Ryots to fulfil contracts, &c. ...	0	4	0
6. Cases of assault and oppression on Ryots to compel them to give Indigo lands or fulfil contracts ...	0	5	0
7. Affrays connected with Indigo.	0	2	0
8. Trespass in Indigo ...	4	1	0
9. Cutting Khals to fill up paddy lands, so as to make them fit for Indigo ...	0	2	0
10. Compelling Ryots to sign blank paper ...	0	2	0
11. Forcibly taking away Indigo seed ...	1	0	1
12. Breaking up Indigo cultivation. ...	2	0	0

5. "On the whole," Mr. Molony says, "the sowing season has gone off quietly." Two affrays connected with Indigo were reported from the Magoorah Sub-Division. In one, Mr. Bell's people, who had gone to plough some lands belonging to his Factory, were opposed by the

Ryots of the Sheikdars of Digga, who drove them off, wounding and carrying away one of them. The other is described as an intended affray between Mr. Oman and others, which was prevented by the timely arrival of the Police. From Mr. Skinner's letter I find that Mr. Bell's dispute was as much about a Hath as Indigo.

6. The cases entered under heading 2 are generally made up between the parties. Heading 8 includes three cases of wilful injury to Indigo belonging, in two of the cases, to Factories owned by Native Planters, and one case of wounding with rescue of cows which had been caught trespassing in Indigo fields.

7. In Baraset there has been a serious dispute between Mr. Hampton of the Hobrah concern and certain Ryots. The servants of the former have been committed to the Sessions Court on a charge of plundering the houses of some villagers who would not sow Indigo.

NOTE.—I hear the parties were acquitted a few days ago.

8. As regards the defects of the Law in which such disputes are presumed to have their origin, and the remedies which should be applied, on which points Government requires my opinion and that of the Magistrates, I find the latter by no means unanimous on either.

9. Mr. Spencer thinks the law sufficient if promptly administered, and if the Magistrate pays attention to the miscellaneous petitions which generally precede serious disputes. But he adds —

"4. Disputes between the Planter and Ryot, regarding the forcible sowing of Indigo, must to a certain extent always exist, for it must be clear to every one that the cultivation of Indigo is for the most part distasteful to the Ryots, who would much prefer cultivating Rice and other crops of grain, and seldom, if ever *voluntarily*, take advances for Indigo, and this I think can hardly be remedied by legislation, and all that can be done is to provide greater facilities for obtaining redress by increasing the number of Sub-Divisions in Bengal."

Mr. Elliott says —

"It is difficult to state where the deficiency lies in the Law. I should say the cause is an inefficient and corrupt Police, which is both powerless and unwilling to assist the Ryot against the oppression of the Zemindar or employer."

The Cattle Trespass Act will, he thinks, remove one principal cause of quarrel, and the next most serious cause is in his opinion breach of contract on the part of the Ryots, but beyond showing how completely

without redress the Planter is, under the present Law, he makes no suggestion for improving his position.

Mr. Molony says —

"6. I do not consider that any of the cases that have occurred in this District owe their origin to any defects in the Laws; but the Planter should have, I think, some summary process for compelling a Ryot to fulfil his contract."

If the Ryot under advance fail to sow when the season comes on, the Planters, says Mr. Molony, sow his lands themselves. Mr. Skinner's report which is forwarded by the Magistrate gives an instance in which Mr. Gow Smith had during his absence from Magoorah at the April examination "made a clean sweep of the lands available for Indigo by making a show of plough and men which would prevent any one from interfering."

10. Mr. Skinner is in favor of giving the Planter power by a criminal process to enforce the fulfilment of a contract, and he would on the other hand enact a stringent law to protect the Ryot from his "richer and more physically powerful oppressor;" a better class of Chowkeedars would, he adds, prevent much of the oppression now committed by the peons and servants of Zemindars and Planters, and he would like to have more power than he has for bringing principals into Court, and for holding them responsible for the acts of their subordinates.

11. I submit in original two letters No. 291 and No. 376, dated 19th May and 30th June 1856, from the Joint Magistrate of Baraset, who seems to have given the subject more thought than the other Magistrates, and whose intelligent remarks on it deserve attention.

12. A full inquiry would, I can well believe, shew that there are good grounds for the general unpopularity of the present system of growing Indigo. The repeal in 1835 of those parts of Regulation V. of 1830, which held the instigator to break engagements equally liable with the Ryot for the penalty of such breach, and which made wilful neglect to sow or cultivate a misdemeanor on the part of a Ryot who had agreed to do so, denote I suppose nothing more than the withdrawal of a protection to Planters, which further consideration convinced the Legislature to be unjustifiable. No preamble being given to Act XVI. of 1835, I can but conjecture that it was the result of such a conviction. It was not directed against the advance system, which was left as it had been recognized by Regulation VI. of 1823.

13. The machinery provided by this last law and by the unrepealed Sections of Regulation V. of 1830 appear to be deficient in the following points :—

1*st*. The agency for carrying out the provisions is insufficient.

2*ndly*. The process is not sufficiently summary, and the award is limited to compensation for non-fulfilment of contract; there are no provisions for enforcing its fulfilment. Indigo must be sown when the rain falls, or the season perhaps is lost for that year. Similarly it must be cut at a particular time, or the crops may be lost or damaged.

3*rdly*. As in the case of the execution of decrees generally, there is extreme difficulty in obtaining the compensation when awarded after the summary process.

14. I do not know whether recourse is now ever had to this Law, which, even if Moonsiffs were empowered to entertain such suits, is not adapted to the peculiarities of Indigo cultivation. A Planter cannot know that a contracting Ryot means to oppose his fields being sown till the rain falls, and his servants proceed to see the field sown. Supposing a Moonsiff to be at hand, and that the Planter succeed in getting an award in three days, he gets nothing more than the right* to receive what he cannot oblige the Ryot to sow, and the compensation in money for the plant which is of such vital importance to him.

* Clause 5, Section III. Regulation VI. of 1823.

15. It is defect in the Law which drives the Planters to compulsory sowings and cuttings, and it is this which must be supplied before we shall succeed in stopping resort to physical force. The Law must extend the lien recognized in Section II. from the crop to the occupancy of the land, and the summary Court must be empowered to decide whether a Planter, who has asserted that lien by sowing, has or has not legally acquired it. A very severe penalty leviable summarily for abuse of the power thus to sow, together with compensation to the Ryot and the enforced surrender of the land, would I think check any disposition on the part of the Planters to assert lien which they could not substantiate, while simple dismissal of the Ryot's claim with costs would suffice as an award for the Planter.

16. If the summary process is to be of any effect at all in stopping Indigo disputes, it must I think have for its object the justification of what has been done by the Planter to enforce the contract rather than an indemnification to him for what the contracting Ryot has failed to

do; such a Law would give the Planter no more power than he has now, but it would make him accountable for the power which he now exercises illegally. The principle would be that laid down in Section V. Regulation VII. of 1819, which authorizes the Magistrate to compel performance of a contract, but there would be no occasion to re-enact Regulation V. of 1830, making non-performance a misdemeanor, because the Planter would see to its due performance.

17. Nothing will make the cultivation of Indigo popular until it is found to pay well, and this, it seems to be the general impression, is not now the case. Litigation and other unnecessary expenses, which will not occur when our Sub-Divisional Officers are within easy reach, and when our Police are on an improved footing, probably have an effect in preventing Planters from paying so liberally for produce as the Ryot has a right to expect to be paid.

From J. H. MANGLES, ESQ., Officiating Joint Magistrate of Baraset, to the Commissioner of the Nuddea Division,—(No. 291, dated the 19th May 1856.)

SIR,

I HAVE the honor to address you on a subject which, although not one of routine, and which perhaps I had done better to have left in abler and more experienced hands, seems to me to be one of very great importance. A recent occurrence in my District has brought the subject strikingly to my notice, and has perhaps, you will think, led me to exaggerate its magnitude.

2. You are aware, I believe, that differences exist between Mr. Hampton of Hobra, an Indigo Planter, and the Ryots in his vicinity. These differences have already given rise to an actual and flagrant breach of the Law, and it is not at all unlikely that further crimes may spring from a dispute which very intimately and seriously concerns the pockets of both parties.

3. Both Mr. Hampton and the Ryots with whom I have had personal communication, are, I believe, most anxious to submit the point of their dispute to me. But you will perceive after I have explained the circumstances of the case, that I can have no jurisdiction in the matter, and can only refer the disputants to the Civil Court.

4. Mr. Hampton avers that the Ryots with whom he is now at issue have taken advances from him for sowing Indigo, but that under

the persuasion of third parties, when the seed has been bought and the soil is ready to receive it, and a short delay may ruin the prospects of a whole year, they have refused to sow. He adds that, although a species of remedy lies eventually open to him in the Civil Court, yet that, taking that for what it is worth, the execution of a decree of the Court for damages is attended with so many practical difficulties as to make it a dead letter as far as regards compensation for the losses of the year. He therefore views resort to a Civil Court as a very perilous and unsatisfactory proceeding. He does not ask for damages but for legal means to oblige parties who have entered into an engagement, *to fulfil it under pain of punishment in the Criminal Court.* On the whole, it is impossible to look at his grievances and the only remedy open to him, without forming the opinion that, supposing Mr. Hampton's statements to be correct, his case is a very hard one.

5. The Ryots on the other hand maintain that they have taken no advances from Mr. Hampton, and that solely because they will not take advances, they are being oppressed by his servants. They state that they will not sow Indigo for this very sound reason that they find Tobacco and other crops far more profitable. They too wish to have the point whether they have received advances or not cleared up as speedily as possible in my Court. And here again I feel that there is much reasonableness in the wish. But I am obliged to inform them that I can decide no such point for them, and that the Civil Court alone must do so.

6. In the mean time all that I can do, I conceive, is to prevent breaches of the peace; but from not having it in my power to decide between the parties, or in fact to know which of them is the aggressor and which the aggrieved, and which should therefore have my moral support, I am placed in a position of considerable difficulty. Act IV. of 1840 is not applicable to the case, for Mr. Hampton does not pretend to be in possession, or to be seeking possession. Section V. Regulation VII. 1819 is no more so. I am not aware of any other Law under which I could act so as to meet the occasion.

7. Even in the Civil Court it appears to me that Mr. Hampton can scarcely find adequate relief. But I need not dwell on this point. The proof of a Law is in its results, and I fully believe, and I fancy it is generally allowed, that one of the chief causes of the affrays and disturbances in which Indigo Planters and their servants are so often concerned lies

in the fact that they have found by experience that the Law does not effectually protect them, and that they must shift for themselves without it, and sometimes even in its teeth.

8. The case of Indigo has already been made in the Regulations an exceptional one, and it seems likely to be allowed to remain so. The main objection then to what I would propose as a beneficial modification of the Law is in a great measure met and refuted by its present state, which is not only tolerated but viewed as just.

9. With this conviction I cannot refrain from expressing my wish that an enactment, applying the principle of Section V. of Regulation VII. 1819 to the case of contracts for Indigo, could be passed. Regulation V. 1830 did originally contain a Section somewhat to this effect, but by Act XVI. 1835 this Section was rescinded, for what reason I know not. Such an enactment would, I submit, materially strengthen the hands of a Magistrate in his attempts to put down the disgraceful scenes which are so common in some parts of Bengal, would offer speedy and practical justice to both parties, and would deprive Planters of the excuse which they often openly avow, and still often actually feel, justifies them in a measure in righting themselves by violent means.

10. I make this suggestion of course with the utmost deference, and more in the hope that you may find something in it on which to found a suggestion of your own, than as a feasible or digested plan in itself. The subject however is one which does not deserve to be overlooked, and I shall be very glad to find that you think it worth referring for the consideration of higher authorities.

From J. H. MANGLES, Esq., Officiating Joint Magistrate of Baraset, to the Commissioner of the Nuddea Division,—(No. 376; dated the 30th June 1856.)

SIR,

I HAVE the honor to acknowledge the receipt of your memorandum No. 60, dated the 11th instant, with enclosure.

2. I have already addressed you on the subject of your communication in my letter No. 156, dated the 7th March last, having reference to the dispute between Mr. Hampton and the Ryots near his Factory.

3. I have also sent you an abstract of a charge of plunder brought against Mr. Hampton's servants, whom I have committed for trial to the Sessions Court. The case has not yet been tried.

4. Beyond this dispute and its results thus reported, I have to notice no other instances of the kind referred to by you, which deserve your attention or that of the Government.

5. My views on the present state of the Law were also submitted in my letter No. 291, dated the 19th ultimo. I would add, however, that although I feel that much might be done by its amendment in favor of the Planters to check affrays and violent crimes, yet, on the other hand, I am fully impressed with the conviction that the present system of Indigo planting is in most cases forced and unnatural, and that it cannot act otherwise than oppressively towards the cultivators of the soil. It may be, and no doubt is, probable that in the majority of cases the operation of this system is and will be borne with the apathy characteristic of the country, but occasions will of course occur when the resistance of oppression by violence will give rise to very serious breaches of the peace.

6. It is extremely doubtful, I think, whether any new enactment could effectually check the evil I complain of. The vicinity of justice would undoubtedly be more effectual than any other remedy, and I cannot help thinking that the cheap justice at every man's door, which Indigo Planters are always calling for, would in a short time almost entirely destroy the whole present system of cultivation. I most readily however acquit the majority of European Planters of any active participation in the oppression which goes on under the authority of their names, but they know that they must wink at it to a certain extent, and by trusting their Gomashtas, &c., far too implicitly, lay temptations in their way to carry it far beyond what they even suspect, or if they did, would tolerate.

7. You may perhaps think that I am assuming a great deal, after a very short experience. Of other Districts I know nothing, and am speaking only of my own; but I am fully convinced that here, and especially in the Hobrah case, a forced system alone keeps a plant of Indigo in the country. A year or two ago the Zemindar who, according to Mr. Hampton, is stirring up the Ryots not to sow for him, had a Factory of his own. He has now given it up, and I am informed that the Ryots pay him yearly a large sum not to revive it. I doubt very much whether, when Indigo is grown, the Ryots even get a full *quid pro quo* at all on any pre-arranged, however reduced, rate. But supposing thus much, the rate is never viewed as advantageous to them, because far below the rate of profit attainable from other crops. As long as this remains so, and Mr. Hampton, with whom I spoke on the subject, allowed the latter

part of my remark to be true, it is folly to say that the system must not be essentially a forced one.

8. Indigo Planters, I know, constantly lay stress on the apparent greater well-being of Ryots on Indigo estates, as compared with those under the ordinary Zemindars. It may be quite true what they say, and yet my position that planting is forced remain as I have stated it. Zemindars, we are all aware, are habitually guilty of frightful oppression and extortion. Although I admit then that Indigo Planters are not so bad masters as they are, a very wide margin of exaction is still quite consistent with the admission. It is very little to say that English gentlemen treat their Ryots not quite so badly as ignorant and half savage Natives, proverbially unworthy of their positions. Government has surely a right to expect that the difference between the two shall be far more striking and positive ; but this as long as Indigo Planters' servants plunder the Ryots' houses, or drive off their cattle or illegally imprison their persons, can never be.

9. I cannot help thinking that were Government to institute a searching investigation on the subject, and that not merely through Local Officers, the state of things all over the country would be found to be much as I have stated above. An investigation of this kind seems to me to be the only sure way to elicit the truth. Local Officers have too much work always on their hands to inquire very far beyond what comes actually into their Courts. Besides, a Magistrate can hardly go, as I have already pointed out to you in a former letter, into the merits of a case. He must confine himself to a maintenance of the peace. Whatever the result of the investigation might be, it would at least clear up what I believe is still looked upon as a disputed question. By drawing public attention to the subject it would be certain to act beneficially if all, as I fear would be the case, were not found right, and would collect sound and digested data on which legislation might proceed safely and well.

From G. U. YULE, ESQ., Commissioner of the Bhaugulpore Division, to the Secretary to the Government of Bengal,—(No. 13, dated the 30th August 1856.)

SIR,

I HAVE the honor to acknowledge the receipt of your letter No. 2048, of the 7th June last, requesting information regarding the manner in which the Indigo sowing season has passed over.

2. The Magistrate of Bhaugulpore reports that only two petty cases were preferred by Ryots against Planters, one of which was struck off on default of evidence, and in the other the Police were directed to prevent a breach of the peace. Several cases relating to injury by cattle trespass were brought forward by Planters. The Magistrate makes no remarks.

3. In Monghyr there were two complaints of forcible sowings, one compromised, the other likely to be so, and two of turning off ploughs sent to cultivate for Indigo. All four cases were concerned with claims to hold ticca in the villages. The Magistrate considers that no state of the Law could meet such occasional and trifling cases.

4. In Purneah there were only two cases. In one two Ryots quarrel about a field, one sows it with Indigo the other with Rice; and the other between two jotedars was much of the same nature. The Magistrate is very severe upon the Planters and considers that a Law is required to meet, *first*, the injustice exercised by the Planter and unfair contract palmed on the unthinking Ryot; and *secondly*, the fraud practised by the Ryot to escape from his engagements, and benefit himself at the Planter's expense. For the first he proposes that no balance above a year's standing should be recoverable from a Ryot, and for the second, a Small Cause Court. His opinion on the latter point he has already communicated to you in his letter of the 22nd January 1855, No. 45.

5. In Tirhoot there were thirty-eight complaints by Maliks and their Ryots against Indigo Planters, and twenty-five *vice versâ*. I forward the Magistrate's detailed statement. That Officer states the cases are seldom in reality between Planter and Ryot, but between Planter and Malik; that these cases are owing to the system of Indigo planting (not explained) in his District where there are often so many Maliks to one estate; that where there is but one Malik there are few disputes, and that the cases in his statement are not so serious as they look, and certainly he cannot consider them serious, for thirty-three cases out of the sixty-three were pending even at the end of August, and out of the thirty disposed of by far the greater portion were *dakhil serishta* or compromised. "There is one tolerably fruitful source of quarrel," the Magistrate states, "for which a remedy might be applied. After the expiration of a lease, the Planter pointing to the *koontees* or stalks of the plant left in the ground claims and holds possession against the Malik, and the Magistrate, under the

circumstances, must keep the Planter in possession though the Malik is certainly entitled in justice to enter on the land." In this the Magistrate is quite wrong, as I pointed out to him. The Sudder Court's Circular Order of the 12th June 1840, No. 54, declares Section X. of Act IV. of 1840 to apply to a case of the kind mentioned.

6. In three Districts then there is no case of defect of Law or administration shown to exist. The complaints in Tirhoot cannot be considered numerous with reference to the size of the District, the number of Factories and of land-owners, and of the sixty-three disputes in the statement, some nine or ten do not appear to be caused by Indigo. An analysis of the twenty-three cases in the first column might show what were the causes generally leading to disputes of the kind, if they have not all been compromised or struck off, but still the result of such a small number of cases could scarcely be depended on, and I am too ignorant of the District as yet to be able to form an opinion.

7. With regard to Purneah the Magistrate's opinion as to the injustice on one side and fraud on the other is not borne out by the complaints in his Court; but that may arise* from the power of the Planters rendering it unnecessary for them and useless for their Ryots to come into Court. Until, however, I can satisfy myself that such a state of things exists as Mr. Pepper describes, and prove to the satisfaction of Government that it does so, I need not remark on Mr. Pepper's proposed remedies or propose others myself.

* If Mr. Pepper has formed his opinion on good grounds.

From C. T. DAVIDSON, ESQ., Commissioner of the Dacca Division, to the Secretary to the Government of Bengal,—(No. 475½, dated the 17th July 1856.)

SIR,

I HAVE the honor to acknowledge the receipt of your letter No. 2048, dated the 7th ultimo, desiring to be informed how the late Indigo sowing season has passed off, with respect to disputes regarding land between neighbouring Planters or Zemindars, and complaints of non-fulfilment of contracts on the one hand, and of forcible sowing of land on the other, between Planters and Ryots.

2. The only Districts in this Division in which Indigo is cultivated are Dacca, Furreedpore and Mymensing; and I will, as desired in your 2nd paragraph, proceed to state the facts of the cases which have

occurred, as ascertained from the reports furnished by the Magistrates of the three Districts above named.

Dacca.—Seventeen cases are reported to have occurred in this District, of which ten belong to the Manickgunge Sub-Division, six to Moonsheegunge, and one to that portion of the Dacca District which is under the immediate jurisdiction of the Magistrate.

The Dacca case was a dispute between the Planter and Zemindar. The latter complained that the Planter's people had destroyed his Ryot's crops, and were endeavoring to sow the land with Indigo. The Magistrate brought the case under Act IV. of 1840, and decreed possession of the land in dispute to the Planter, and this decree was upheld by the Judge. The six cases appertaining to Moonsheegunge were complaints on the part of cultivators of the forcible sowing of their lands with Indigo. Three were dismissed, one compromised, and the remaining two are pending. Of the ten cases which occurred in the Sub-Division of Manickgunge, five were instituted on the part of Planters, one against some Ryots for absconding after receipt of advances, three for resistance to the sowing of Indigo, and one complaining of the plunder of Indigo seed. The breach of contract case is pending, and the other four were dismissed or struck off. The other five cases are on the part of cultivators against the Planter's people, one for assault for not sowing Indigo, one for an apprehended destruction of crop, and three for forcible sowing of Indigo. Of these cases, one is said to be pending and the remaining four are put down as "disposed of." The cases appertaining to this Sub-Division have not been satisfactorily reported, owing perhaps to the Deputy Magistrate not knowing English; this much however is deducible, that the cases are all of a trivial nature.

Furreedpore.—The Joint Magistrate reports that no cases of the description referred to in paragraph 1 of your letter have occurred in the Furreedpore District, except the case of affray, with homicide, of which a circumstantial account was submitted to Government in my report No. 460, dated the 3rd instant.

Mymensing.—The Magistrate of Mymensing reports that during the late sowing season, "no disputes regarding land relative to the cultivation of Indigo have been brought into Court within his District, nor has there been any complaint of the non-fulfilment of contract concerning cultivation on the one hand, nor of forcible sowing of Indigo on the other, from Planters or Ryots."

Backergunge—Has not been included among the Indigo Districts, as there are no Factories to my knowledge situated within it. A trifling dispute regarding the cultivation of one and a quarter beegah of land between a Planter whose Factories are in the Furreedpore District and a Talookdar occurred. The tenant of the piece of land above referred to had taken advances from the Planter. The Talookdar desired to oust the tenant and locate another man. The Planter espoused the cause of the Ryot, who was under advances; and but for prompt measures having been taken, a breach of the peace might have ensued. The village Chowkeedars informed the Police that a disturbance was likely to occur, and the circumstance was reported by the Police to the Magistrate, who summoned the principals to enter into recognizances to keep the peace. This order had the effect of bringing the parties to an amicable adjustment of the dispute.

3. It will be seen from the foregoing abstracts from the Magistrate's reports that disputes regarding claims to land between Planters and Zemindars, &c., referred to in the first paragraph of your letter, are of rare occurrence. And among the few cases which have occurred, one only has been attended with any serious breach of the peace. I allude of course to the Furreedpore case of attempt to sow lands forcibly by the people of an out Factory of the Meergunge concern.

4. I have not received any suggestions, pointing out defects in the Law to which it may be said that disputes regarding Indigo cultivation have owed their origin, except from the Joint Magistrate of Furreedpore, who recommends "that the principal parties whose interests are involved in disputes of this kind should be made more immediately responsible, and more amenable to punishment than they are at present, for the acts of their agents and servants;" but this defect, if it can be considered one, applies with equal force to all disputes regarding land, hauts, &c., and in comparison with which those exclusively relating to the cultivation of Indigo bear, in this Division, a very small proportion.

5. The question of making proprietors of estates and Indigo Factories responsible for the acts of their agent is no new one, and has, I believe, received most attentive consideration.

6. The first case referred to in this report was one which might, from the power and influence of the parties thereto, have terminated in a serious breach of the peace, but which was no doubt prevented by the prompt enforcement of Act IV. of 1840. The other Dacca cases

appear from the Magistrate's report to have been of a petty description, and considering the extent to which Indigo cultivation is carried on in the three Districts referred to in this report, the wonder is that they should be so few. The origin of the Furreedpore case of forcible Indigo sowing, which resulted in an affray attended with loss of life, cannot, in my opinion, be traced to any defect in the Law.

From C. T. BUCKLAND, ESQ., Junior Secretary to the Government of Bengal, to the Commissioners of the Patna and Rajshahye Divisions,—(No. 2807, dated the 10th September 1856.)

SIR,

I AM directed by the Lieutenant-Governor to draw your attention to the Government Orders No. 2048, dated the 7th June last, and to request that the report therein called for may be submitted without further delay.

From C. T. BUCKLAND, ESQ., Junior Secretary to the Government of Bengal, to the Officiating Register of the Sudder Court,—(No. 2386, dated the 11th September 1856.)

SIR,

I AM directed by the Lieutenant-Governor to draw the Sudder Court's attention to the Government letter No. 1704, dated the 7th June last, and to request that the report therein called for may be furnished without further delay.

From A. W. RUSSELL, ESQ., Officiating Register of the Nizamut Adawlut, to C. T. BUCKLAND, ESQ., Junior Secretary to the Government of Bengal,—(No. 809, dated the 18th September 1856.)

SIR,

I AM directed by the Court to acknowledge the receipt of your letter No. 1704, dated the 7th June last, and in reply to forward, for the purpose of being laid before His Honor the Lieutenant-Governor of Bengal, the accompanying abstract of the returns which have been received from the Local authorities relative to the last Indigo season.

2. The Court observe generally that there is nothing in the reports of the Local Courts that requires special notice from them. But on the

part of Messrs. Colvin and Torrens I am to remark that, while there thus appears to be no call for legislation, one or two cases have recently been before the Court (more particularly the case referred to by the Officiating Session Judge of Rajshahye, disposed of on the 5th July last,) from which it was evident that the forced cultivation of Indigo had led and does lead to the most serious outrages and deeds of violence. The Judge of Tirhoot has also, they remark, referred to a case disposed of by this Court on the 29th May 1854, page 637 of the Nizamut Reports for that year, which is another illustration of the results of forcing Indigo cultivation (see also page 767 of Nizamut Decisions, for 1855, dated 5th November.) These are not however, they are aware, new crimes, nor is there any remarkable increase in their number. No special legislation therefore in their opinion seems to be called for any more than in the case of affrays, which are now less in number than formerly, owing to the operation of Act V. of 1848.

Abstract of the Returns to Circular letter No. 473, of the 13th June 1856, requesting information in cases respecting Indigo.

TIRHOOT.—The Judge reports that, from the 1st December 1855 to 1st July 1856, fifteen cases had come before him; that the main causes of dispute are two—*first*, the Planters take farms of portions of shares from some co-sharer of a joint estate, and then cultivate the other sharer's ground; *secondly*, they leave the stumps of old Indigo in the ground, to stand as proofs of their possession of the soil, should their possession, even after expiry of their lease, be disputed, and any attempts to remove them are opposed.

JESSORE.—The Judge knew of but one case, in which however there was nothing particular to remark, and the case was of no consequence.

RAJSHAHYE.—The Indigo cultivation is chiefly in the hands of one firm. No case has occurred lately. A year ago there were some disputes, which the arrest of certain parties had had the effect of stopping.

NUDDEA.—Two cases only have occurred; there was no breach of the peace in these, nor any remarkable feature.

DACCA.—Comments on the lattial system: the character of the people, and absence of impartial evidence, rather than any defect in the

Law, are the causes that it is not checked. The Police must be remodelled to be effectual for the purpose.

PURNEAH.—No cases had occurred, though forty-eight false charges under Regulation V. 1830 had been preferred and all dismissed.

MOORSHEEDABAD.
HOOGHLY.
24-PERGUNNAHS.
} Nothing had happened.

SARUN.—Nothing. The Judge comments on the Indigo system generally: would allow the Magistrates power to turn out a Planter on expiry of his lease.

From W. TAYLER, ESQ., Commissioner of the Patna Division, to the Junior Secretary to the Government of Bengal,—(No. 825, dated the 17th September 1856.)

SIR,

WITH reference to your letter No. 2048, of the 7th June last, I have the honor to report, for the information of the Lieutenant-Governor of Bengal, as follows:—

SARUN AND CHUMPARUN.—2. In these Districts very few cases of the nature alluded to in your letter under acknowledgment occurred during the late Indigo sowing season, and in none of them did any serious disturbance ensue.

3. Indigo disputes rarely take place in these Districts. The Planters are few in number and the Factories so scattered that their interests seldom if ever clash, and there is not that competition which prevails in Lower Bengal.

4. The principal causes of the few disputes which have arisen are —

1*st.* A Planter keeping possession of the land after the expiry of his lease; and *secondly*, a Planter taking merely a share in an undivided estate and then trying to sow Indigo in it.

PATNA, BEHAR AND SHAHABAD.—5. No disputes of the description alluded to occurred in these Districts during the late Indigo sowing season between the Planters and the Zemindars or Ryots, but a few petty cases which were taken up and disposed of under the existing regulations and the discretionary powers of the Magistrates.

6. Under these circumstances it does not appear that any remedial measures are called for in this Division.

From F. GOULDSBURY, ESQ., Commissioner of the Rajshahye Division, to the Secretary to the Government of Bengal,—(No. 624, dated the 15th September 1856.)

SIR,

HAVING consulted the Magistrates of the Division on the subject of Mr. Junior Secretary Buckland's letter No. 2048, of the 7th June last, I have the honor to furnish the following report as to the manner in which the late Indigo sowing season has passed off in the Districts of this Division.

2. The Deputy Magistrate observes that the late Indigo season did not pass off so tranquilly as could have been wished. In part of the District there were constant disputes between neighbouring Planters and Zemindars, caused by contending claims to land. Between the Bisees of Joar, Janfurally, Zemindar of Gourypoor and other petty jotedars, and Messrs. Watson and Co., many disputes occurred which would have caused serious disturbance of the peace were not proper measures taken to prevent its occurrence, by the institution of Act IV. cases, and by binding the principals of the respective parties on their own penal recognizances. This has to some measure served to keep this part of the country tranquil.

Baboo Gopal Lall Mitter, Deputy Magistrate of Nattore.

3. With regard to forcible sowing of Indigo, he says, there were several complaints laid before him by the Ryots, stating that the Planters made a plea of contract on their parts; in many of these instances contracts were not actually entered into between the Planters. In one place particularly among many, there was a likelihood of serious breach of the peace taking place every day, but by his stationing a Jemadar and Burkundaz there, no such occurrence has as yet taken place. He further states that he had also stationed a Jemadar at Bhagha to prevent any quarrels taking place between the Khondkar of that place and Messrs. Watson and Co. In many villages people have formed combinations to protect themselves from the oppressions of the Planters.

4. The cause of these disputes, he believes, is to be attributed to the very nature of the contract system itself. The Ryots are very unwilling to cultivate Indigo on the existing system of advances on account of their getting only two Rupees' advance for a beegah of land for which they have to labor heavily. From his own personal knowledge, while in his Mofussil tours during the period he has been in charge of the Sub-

Division, he knows it as a fact stated by them that they had to pay out of these two Rupees to the Gomashtas, Ameens and Tagadgeers (who are notoriously known to be an extortionate and oppressive class of people, and who never scruple to benefit themselves at the expense of the Ryots), He has heard it from their own mouths that another cause of their reluctance to cultivate Indigo is owing to the system of measurement of land by the Gomashtas of the Indigo Planters: for a beegah of land the Gomashtas measure a beegah and half. Another cause, he continues, of the Ryot's invincible unwillingness is the way in which the bundles of Indigo are weighed by the Factory people, for every two bundles for a Rupee, six bundles are weighed by them: this is a source of great oppression to them. Under such a system, he remarks, where the Ryots can never be expected to be gainers but losers by the cultivation of Indigo, and when they can never expect to liquidate the money once taken in advance, how could they be willing to enter into engagements with the Planters. To remedy this state of things, he suggests the propriety of defining the contract system. He conceives it to be desirable that the contract pottah should be registered, either in the nearest Moonsiff's or Magistrate's Court, with a view of preventing quarrels between the Planters' people and the Ryots, as no false registry of the Pottahs could be made. If such a power were vested in the aforesaid Officers it would be conferring a great benefit on the country.

A. J. Jackson, Esq., Magistrate of Rajshahye.

5. The Magistrate reports that in the Thannahs under his own immediate control there has been but little complaint of oppression on the part of Planters, and the only occasion on which there was the least chance of a serious disturbance was one which he reported to me from Burgatchee, owing to the presence of the Police on the spot, and to his tent being within a short ride of the chur in dispute, the cutting of the Indigo was completed without disturbance of any kind.

6. He cannot look upon the manner in which the sowing season has passed off in the Sub-Division as so unsatisfactory as the Deputy Magistrate would appear to consider it. The Deputy Magistrate states that there have been causes of dispute, and that it has been necessary to station Police Officers to preserve the peace in various places. But it is shown by his own letter that no breach of the peace has taken place, and therefore it becomes manifest that the Police has, in the present instance, been effective for the purpose for which it has been used.

7. It is very true, he observes, that villagers have an objection to cultivate Indigo, and it is also true that it occasionally bears hard on them, as where they have to break up crops nearly fit to cut in order to sow Indigo. But he never heard that the Ryots ever made any objections to taking the advances in the first instance.

8. As far as he has seen, the most effectual check to anything like fighting consists in the personal activity of the Magistrate. Not that he means him to rush off to prevent every petty quarrel, but a knowledge that he is not only likely but almost certain to visit the spot in person acts as a most salutary check where powerful land-holders are at war with each other.

9. In this District there occurred two cases of disputes regarding land, and eight complaints of Ryots of forcibly sowing Indigo on their land.

R. Alexander, Esq., Joint Magistrate of Pubna.

10. Of the two cases of disputes concerning land, one is between Mr. Durand, proprietor of Nischindpoor concern, and Mr. Battersby, manager of the Baliakandy concern. From what has come before the Joint Magistrate, it appears that a similar dispute occurred last season when Mr. Roberts was manager of Baliakandy, and that that gentleman made a boundary line between the two concerns, which was agreed to by Mr. Durand, and the dispute last season was settled. This season a new manager has come to Baliakandy, and Mr. Durand complains that this gentleman, instead of confining himself to the boundary made by his predecessor, has encroached on the Nischindpoor lands. This case is at present under investigation. The other case of dispute about land has taken place between Mr. Stevenson of Belnabaree Factory and Ranee Sumomoye, an inhabitant of Moorshedabad. The Ranee has lately got a decree for some chur lands in the Civil Court, in virtue of which decree she claims certain lands that the Belnabaree concern holds pottahs of; and upon the Factory people attempting to sow these lands, the Ranee's people are said to have come forward in numbers and driven them off. With respect to these chur lands, the Joint Magistrate observes, that he thinks it probable that serious disputes will take place next year, unless the Ranee is given plainly to understand that she is personally responsible for the acts of her servants. At the present moment there is a strong hostile feeling on the part of the Ranee and her servants against the Factory.

11. Of the eight cases instituted by Ryots against Planters for forcibly sowing their lands, three were compromised by the parties, one was

dismissed after investigation, and four were struck off the file in default of the usual peons' fees being deposited.

W. L. Robinson, Esq., Officiating Magistrate of Rungpoor.

12. The Officiating Magistrate informs me that in his District no cases of disputes have arisen between Planters and Zemindars, and but very few between Planters and the Ryots. The latter are common cases of assault brought by either party on various pretences, such as ploughing up ground where Indigo has been already sown, destroying Indigo after the plant has come up, and disputes as to having received advances, one of the latter of which cases was attended by rather severe, though apparently unintentional, wounding. In his opinion none of these cases have owed their origin to any defect in the Law or the administration: they are such as frequently arise with regard to the cultivation of any other produce.

J. C. Dogdson, Esq., Joint Magistrate of Bograh.

13. The Joint Magistrate informs me that there have been only five cases in his District throughout the year connected with Indigo, of which two were in Serajgunge Sub-Division. Of the three others, which were charges against the servants of an Indigo Planter for breaking up the Rice crop and sowing Indigo, two cases were amicably settled, and in one the defendants were punished by fines, but the cases were all trifling. These disputes were not occasioned by any defect of the Law.

R. H. Ravenshaw, Esq., Magistrate of Dinagepoor.

14. The Magistrate reports that Indigo is not grown in his District, and consequently no cases whatever connected with its cultivation or sowing have occurred.

A. J. Jackson, Esq., Officiating Joint Magistrate of Maldah.

15. The Officiating Joint Magistrate having recently taken charge of the Office cannot speak personally on the subject of Indigo planting, but he has ascertained from the records of the Office that but five cases connected with that cultivation have been instituted since October last: of these two were Act IV. cases, one of which was settled amicably and the other dismissed. The other three were petty cases. From this he concludes it is apparent that the sowing was conducted peaceably and without disturbance.

16. On the whole, the results of the past season have been satisfactory in this Division. No serious breach of the peace has occurred, the

precautionary measures adopted by the Local Officers, where disputes existed, having been found effectual to prevent such disturbances. With regard to the remarks of the Deputy Magistrate of Nattore on the subject of contracts for the cultivation of Indigo, it may be sufficient to observe that it is optional with the Ryots to receive advances or not, the Law affording them sufficient protection against any attempt of the Planters to *force* advances upon them. I believe the truth to be, that the Ryots cannot resist the temptation when the money is offered to them, even when they are averse to cultivate Indigo.

No. V.

From A. C. MacArthur, Esq., to the Secretary to the Government of Bengal,—
(dated the 14th July 1858.)

Sir,

I have the honor to forward herewith copy of a letter, dated 3rd December 1857, from the Magistrate of Furreedpore to my address, along with copy of my answer, dated 23rd December, as also copy of a letter dated 5th instant, addressed by me to the Magistrate of Jessore, along with a copy of that gentleman's reply, dated 7th instant, and to request the favor of your laying the following observations before His Honor the Lieutenant-Governor, as regards the contemplated site for the head-quarters of the Gopalgunge Sub-Division, but more particularly as regards the villages of *Lohogurrah* or *Luckipassah*, for that purpose.

2. In order more clearly to illustrate what I have to state, I take the liberty of forwarding (also herewith) a map showing the extreme Northern and Southern limits of the Gopalgunge Sub-Division, along the course of the Rivers Elankolly, Mudoomutty and Attarabanka, being in all a distance in English miles of twenty-eight and half, and as the map from which the accompanying is copied was the work of a professional surveyor, the distance may be relied upon.

3. When it was first contemplated to create the Gopalgunge Sub-Division, the Government hoped by this measure to check the ravages of the numerous gangs of river dacoits and other thieves who are said to infest the banks of these rivers. To carry out the intentions of the Government as expressed in the above paragraph, copied from the letter No. 1 (herewith) addressed to me by Mr. Chapman, Magistrate of Furreedpore, there can be no doubt that *Gopalgunge itself* would be the most central place for the head quarters of the Sub-Division, as a reference to the accompanying map will show. It has been stated however, as I understand, that the country about Gopalgunge is too low and

Mr. Chapman's letter No. 779.

liable to inundation for such a purpose, and that therefore other spots less objectionable have been named, and amongst others *Lohogurrah* and *Luckipassah*, both within my Indigo cultivation, and, in my opinion, objectionable both on public and private grounds, which I will now endeavour to explain. The original and principal object in creating the Sub-Division being for the prevention of river dacoities, which have been of frequent occurrence upon these rivers from Lunka or Chandpoor southwards to within a few miles of Koolnea station, on the Mudoomutty and Attarabanka rivers, and in the same direction towards Burrisal, on the river called by that name, it would naturally occur to any one that the site of the proposed station should be as much in the centre of the scene of these outrages as possible. A single glance at the map, however, will show that Lohogurrah or Luckipassah are nearly as far removed from them as the limits of the Sub-Division could admit of, and to be still within it. Supposing, however, that either of the two should eventually be fixed upon, the result would be that by far the most peaceable portion of the whole country occupied by the Sub-Division would thus be chosen, for such an occurrence as a dacoity or indeed other crime of any magnitude is never heard of for miles around these places. It will also be particularly remarked, upon reference to the map, that the river upon which Lohogurrah and Luckipassah are situated (the Nobogunga) is some five miles distant from the large river forming the Elankolly, Mudoomutty and Attarabanka, (for the river assumes these different names on its course to Koolnea,) and some fifteen miles from the nearest point to where these dacoities ever occur; so that, in so far as the prevention of river dacoities (where they really do occur) is concerned, the station might as well be in Koolnea. It is well known to His Honor that crimes such as river dacoities are seldom committed in a neighbourhood occupied by European Planters, and which is the case downwards from Rajmahal all the way within about *fifteen* miles of Gopalgunge, where however no European resides, and where consequently river dacoities are and can be nightly prepetrated without the fear of discovery; for it is a well known fact that many of the principal natives along the line of the rivers, in that unfrequented locality, live by the proceeds of their plunder from defenceless boats passing along. To prevent river dacoities, which, as I said before, was the original intention in creating the Sub-Division, the head station should be as central as possible, so that when necessary the Magistrate himself might visit

the spot within a reasonable time after getting information of the occurrence, otherwise he might as well live in Koolnea or Furreedpore, for the delay which would arise in arriving on the spot, should his residence be at Luckipassah or Lohogurrah, would enable the dacoits to decamp with their booty and render pursuit unavailing. Either have the station midway on the unfrequented portion of the river, which will also be found to be *midway*, or in the centre of the Sub-Division generally, or save the expense of the station and establishment, for they will certainly be entirely useless unless placed, as I state, in some central position *on the Mudoomutty*. These are my public grounds of objection, and which I have taken the liberty of urging from having been consulted on the subject of the new Sub-Division when first contemplated.

4. My private reasons for objecting to the head-quarters of the Sub-Division being at either Lohogurrah or Luckipassah may not appear so conclusive at first sight as those I urge upon public grounds, but it is fortunate for me that His Honor the Lieutenant-Governor is so intimately acquainted with the native character, and their proneness to litigation when the means are at their doors, that I shall not have much difficulty in making myself understood. I will begin by stating, that should Luckipassah be the spot fixed upon, the station will be not more than a hundred yards from my factory of that name, and where I have a large ryotty cultivation of two thousand biggahs, ; and again, should Lohogurrah be the spot fixed upon, that will be about a quarter of a mile from the same factory, about a mile from my factory of Amdanga, and not much more from another factory called Eranda. It will be observed that Mr. Moloney, in his reply, states as his opinion that at either of the two localities the station would be "central for the whole of the Meergunge Concern." I do not know whether Mr. Moloney writes ironically, but I should imagine he did; if he means that the neighbourhood of the station to the factories would be beneficial to them, it is sufficiently well known to His Honor that the very reverse is the fact, for amongst a community notorious for their litigious propensities the greater facilities they have of going to Court the more frequent will they resort to it, and besides their own propensities in that way, the inducements which would be held out to the otherwise peaceably disposed, by needy and worthless Mooktears and other hangers-on about a Court, would be more

Mr. Moloney's letter No. 361.

than they could withstand; and the consequences, I can plainly see, would consist in one scene of petty litigation for imaginary or feigned wrongs on the part of the ryot, creating an unceasing war between him and the factory, to the entire eventual ruin of the latter, not to say to the detriment of the former. Where a ryot wished to evade or not to fulfil his engagement with the Planter, he had only in such a case to step in next door, file a petition on an eight annas' stamp and, as a matter of course, get an order to prevent the Planter in any way from molesting him, or interfering with his lands; supposing such a case to happen after a sowing shower, what would be the position of the planter? nothing short of ruin! for one successful case like this, and, any one acquainted with the Native character will at once see that every ryot would follow the example set to him, should his doing so benefit himself at the moment, either in a pecuniary point of view or to serve some one having a sinister design in harassing the Planter. Instances are not by any means wanting to prove that an Indigo factory and a station cannot exist on the same spot, and the reason is not difficult to arrive at to any one acquainted with the Mofussil and with the entire absence of remedy to the Planter for breach of contract by the ryot. However just the Civil Courts may be in their decisions, the process is too tedious to be any remedy at all in such cases, for whilst the case is being litigated the factory is closed and the Planter ruined in consequence. I may here mention that these factories have been in existence for upwards of fifty years, and the record of the Koolnea Court will, if necessary, show that for many years past scarcely a single case of any description whatever has been before that Court connected with them, and certainly not one at all of other than the most petty description. The principal residents upon the Nobogunga River are Brahmins, who have been there from time immemorial, and who from their rising generation supply a great portion of the Amlah for the Courts in Jessore and elsewhere, as well as almost every factory in the district with Gomastahs and Mohurirs, and are an intelligent and peaceful race, having no sort of occasion for the presence of a Magisterial station in their neighbourhood. The country is besides almost entirely my own property either as Talookdar, Putneedar or otherwise, and unless therefore in so far as that the river Nobogunga is in a pleasant and high part of the country, and as such a suitable locality for a gentleman's Mofussil residence, there is not one reason that I can imagine why it should be

fixed upon as the site for the Gopalgunge station. It is entirely away from the great rivers where dacoities occur, equally away from the abodes of the lawless and turbulent; and saving that it is, as I said before, a pleasant spot, it has not one solitary recommendation as the site of a station created for the object in view when the Gopalgunge Sub-Division was contemplated.

Finally, taking all these circumstances into consideration and looking at the accompanying map, I trust His Honor the Lieutenant-Governor will withhold his sanction to the erection of the station at any spot North of Lunka or Chandpore, at which places and down to Gopalgunge there are very many suitable localities, all on the river, and in the immediate neighbourhood of these scenes of river dacoities, crimes which have never been known or heard of as happening farther North or upon the Elankolly or Nobogunga river. In closing this letter I may be permitted to take the liberty of calling His Honor's attention to the copy of my letter to Mr. Chapman herewith sent, in regard to my opinion on the subject of the transfer of the Mooksidpore Thannah to the new Sub-Division.

List of the Papers accompanying this letter.

No. 1. Copy of the Furreedpore Magistrate's letter, dated 3rd December 1857, to A. MacArthur.

No. 2. Ditto Mr. A. MacArthur's reply, dated 23rd December 1857.

No. 3. Ditto letter from A. MacArthur to E. E. Moloney, Esq., Magistrate of Jessore, dated 5th July 1858.

No. 4. Ditto Jessore Magistrate's reply to ditto, dated 7th July 1858.

No. 5. Copy of a map surveyed by Mr. A. Phillips in 1845.

From R. B. CHAPMAN, ESQ., Joint Magistrate, Furreedpore, to A. MACARTHUR, ESQ., Meergunge,—(No 779, dated the 3rd December 1857.)

SIR,

IT is in contemplation to station a Deputy Magistrate upon the Mudoomutty and Nubogunga Rivers, with his head-quarters at Gopalgunge. The Government hope by this measure to check the ravages of the numerous gangs of river dacoits and other thieves who are said to infest the banks of those rivers.

2. I have been called upon to report, whether I consider it advisable that any of the country now under my jurisdiction should be transferred to the proposed new Sub-Division.

3. I shall be very much obliged to you if you will favor me with your opinion upon this point. The Pharee of Gopeenauthpore will in all probability be transferred to the new Sub-Division of Madareepore. If any part of this district in addition to that Police Division be made over to the new Sub-Division, it must probably be taken from the country in which your cultivation lies. You are therefore peculiarly qualified to advise the Government upon the subject.

4. Will you also inform me whether the banks of the Mudoomutty in your neighbourhood are infested by dacoits, &c., as supposed, or not? I shall be much obliged, if you will favor me with an early reply to this letter.

From A. MacArthur, Esq., Meergunge, to R. B. Chapman, Esq., Joint Magistrate, Furreedpore,—(dated the 23rd December 1857.)

Sir,

In reply to your letter No. 779, dated the 3rd instant, I have the honor to state—

1. That I am of opinion the stationing of a Deputy Magistrate at Gopalgunge would be of much benefit to the inhabitants of the surrounding country, for at present they are compelled to go to Furreedpore or to Koolnea (as the case may be) when they have any Court business, the difficulties attendant upon travelling at certain seasons of the year being so great as to deter many from undertaking the journey at all, and in regard to river dacoities the proposed station at Gopalgunge would be the means of effectually preventing their occurrence, that locality being at present unprotected, arising in great measure from its distance from the Stations of Koolnea and Magoorah, being about half way between both.

2. As no portion of my Indigo cultivation or lands fall within the bounds of Thannah Gopeenauthpore, I am not sufficiently acquainted with that locality to pass an opinion upon the advisability of transferring it to the proposed new station, but I will take the liberty of remarking, that as my country extends no further South than the bounds of Thannah Mooksudpore, I would not by any means advise the transfer of any por-

tion of the country under the latter thannah to the new station, Furreedpore itself being more contiguous and easier of access, besides being possessed of the advantage, so highly prized by European and Native, of having a Covenanted Officer for its Magistrate. For the sake of this advantage, a Native would travel much further in quest of justice than if the Court were presided over by a Native, and the European, to my certain knowledge, would almost prefer foregoing the chances of redress, than be obliged to seek it from a Native Magistrate, from whom impartiality is generally supposed to be the exceptional case. I would therefore strongly advise the Government to retain, attached to the Furreedpore Station itself, all the thannahs North of Gopeenauthpore, and as to that thannah itself, my limited knowledge of its locality would induce me to recommend its transfer to Gopalgunge or Madareepore, for its distance to Furreedpore is so great and access to that station so difficult as to render it doubtful whether a Native would not rather sacrifice his rights than travel so far, and particularly after the rains set it, when the roads are almost impassable for any kind of conveyance,—and

3. River dacoities are by no means of so frequent occurrence upon the Mudoomutty River as they were some years since; in fact, I have not heard of a single case of an aggravated character for a year past, and the erection of the new station of Gopalgunge would, as I said before, completely put a stop to them.

From A. MacArthur, Esq., Meergunge, to E. C. Moloney, Esq., Magistrate of Jessore,—(dated the 5th July 1858.)

Sir,

May I beg the favor of your informing me whether it is in contemplation to substitute Lohogurrah or Luckipassah for Gopalgunge, as the site of the new Sub-Division. I have no official information to that effect, but having the strongest objections to its erection on the locality spoken of, I trust you will enable me to state them in the proper quarter before the measure is finally decided upon.

From E. C. MOLONEY, ESQ., Magistrate of Jessore, to A. MACARTHUR, ESQ., Meergunge,—(No. 361, dated the 7th July 1858.)

SIR,

IN reply to your letter of date the 5th instant, I have the honor to inform you that the Head Quarters of the Gopalgunge Sub-division have not yet been finally decided upon. The places you mention will be considered as well as the other eligible sites in the neighbourhood. I should have thought that Lohogurrah was very centrical for the whole of the Meergunge Concern in the Thannahs of Lohogurrah and Belgatchee.

No. 2924.

FORWARDED to the Commissioner of Nuddea for report, with the request that he will return the original papers and the sketch with his reply.

By Order of the Lieutenant-Governor of Bengal,

C. T. BUCKLAND,

FORT WILLIAM, *The 27th July* 1858. } *Junior Secretary to the Government of Bengal.*

From A. GROTE, ESQ., Commissioner of the Nuddea Division, to the Junior Secretary to the Government of Bengal,—(No. 226Ct., dated the 16th December 1858.)

SIR,

I BEG now to return the enclosures of your letter No. 2924, dated 27th July last, with the following remarks on Mr. MacArthur's objections to the selection of Lohogurrah or Luckipassah as the head-quarters of the Gopalgunge Sub-division.

2. Mr. MacArthur's objections are both on public and private grounds. Those of the first class would represent both the above places as too far North of the dangerous part of the Mudoomutty.

3. Mr. Bainbridge, while recommending the abandonment of the plan of establishing his head-quarters at either of these places on account of their low level, remarks as follows on the necessity of selecting a site which shall not be South of Chandpore. This place is a few miles only South-East of Luckipassah.

"Previous to my removal from Gopalgunge, the reports of theft and burglary in and about Luckipassah and Lohogurrah, and on the Nobogunge upwards to Nuldee, were numerous; my presence has been a sensible check, but they are still frequent."

"The number of budmashes fills no small space in the notoriety of both places."

"As to dacoity I remark that Ramlo Churn Buxee, resident of Battrapara, and Mohima Chunder Raha, resident of Palaghatta, Thannah Maroodpore, two "principal Natives on the line of the river," have been notorious encouragers of dacoits and receivers of stolen property. The former place is about 7 and the latter about 2 miles North of Chandpore. Suspicion still attaches to both, especially the latter, and I find Paterghatta still named as dreaded reach of the Mudoomutty. It is not so long since a large gang of dacoits was exhailed from Itna, a village adjoining Chandpore. I believe a heavy dacoity has occurred within the year near* Nuldee. I observe that by far the major part of work of all description comes from North of that place; that the Northern part of the Sub-Division is most populous, the residence of all the Planters and most of the large land-holders, and that the concealment of crime is alarming, all which considered with the comparative facility of transit up and down stream induce me to think the station should not be further South of Chandpore than is absolutely necessary. I believe it would so best support all the objects contemplated."

* *Viz.* Sunkerpore, in the house of Dhurmonarain Shaha.

3. The private reasons for objecting to the establishment of the Sub-Divisional head-quarters within the country of the Meergunge Concern seem to contain some grave admissions against the present system of growing Indigo. Why should not a factory and a Station be capable of existing on the same spot? I am quite of the opinion of the Magistrate and his Assistant that the Sub-Division lately established in Eastern Jessore was very much required.

4. As regards the best site for this Sub-Division I recommend that for the present none be fixed on. Its jurisdiction must be first finally settled; as yet it consists only of one thannah and two pharees, one of the latter being in Furreedpore, the authorities of which District do not, I understand, wish to contribute any further to it. As I have already said in previous letters I am strongly in favor of confining all Sub-Divisional jurisdictions to one District, and I have proposed to add Sulkeah Thannah to Gopalgunge. For the present it is therefore advisable to keep its head-quarters afloat, for a boat must always be provided for the Officer in charge, the whole country being under inundation during the rainy season.

From C. T. BUCKLAND, Esq., Junior Secretary to the Government of Bengal, to A. MACARTHUR, Esq., Meergunge,—(No. 471, dated Fort William, the 19th January 1859.)

SIR,

YOUR letter dated the 14th July last, stating your objections to the selection of Lohogurrah or Luckipassah as a site for the head-quarters of the new Sub-Division of Gopalgunge, having been duly submitted to the Lieutenant Governor, was forwarded by His Honor's direction to the Commissioner of the Division for inquiry and report. I am now directed to inform you that the Commissioner, after duly considering the subject, recommends that the head-quarters of the Sub-Division should not at present be fixed permanently in any locality, or until further experience shows which site is most eligible, and in this opinion the Lieutenant Governor concurs.

2. The map which accompanied your letter is herewith returned.

From A. GROTE, Esq., Commissioner of the Nuddea Division, to the Secretary of the Government of Bengal,—(No 119 Ct. dated the 12th June 1859.)

SIR,

IN July last I received from Government, with a call for report on its contents, a Petition presented by Mr. MacArthur, of the Meergunge Concern. This gentleman represented that the Gopalgunge Sub-Division of Jessore was one that might be well dispensed with, and protested at all events against its head-quarters being located at Luckhipassah, or anywhere within the country sown by his concern. I request the favor of His Honor the Lieutenant-Governor referring to my report on this Petition, dated 16th December last, No. 226 Ct.

2. As a supplement to that report I now beg to lay before Government, for perusal, copies of the English decisions of the Officiating Magistrate and Sessions Judge in the cases noted in the margin. They will show that Mr. MacArthur has been convicted in two cases of the illegal detention of certain ryots in a brick godown at Meergunge Factory, and fined Rupees 300 in each case. The Sessions Judge in appeal reduced

Queen and Bholie Sheikh *versus* Mr. Alexander MacArthur.
Queen and Fuquir Mahomed *versus* Mr. Alexander MacArthur and others.
Queen and Dhonae Shaik *versus* Jakair Biswas.

this fine to Rupees 250 in each case, not with any intention of mitigating the Magistrate's sentence, but in order to bring the total amount of fine within the limit of 500 Rupees imposed by Act LIII. George III.

I consider Mr. Bainbridge to have acted with a promptitude and firmness in releasing the confined ryots which entitle him to great credit, and I think also that we have now ample proof that this Sub-Division was much wanted.

QUEEN AND BHOLIE SHEIKH *versus* MR. ALEXANDER MACARTHUR.

Charge.—Illegal detention or duress under Act LIII. George III. Cap. 155, Section 105.

It is clearly proved on evidence, which is good, considering the power of the accused and his position, that Bholie Sheikh was seized and taken to various factories and there detained together with others. It is further indisputable that certain persons were released by Mr. Bainbridge, one of those persons having answered to the call "Bholai," raised by person on the outside of a brick godown, within which he and the others released were shut up. This Bholie was also identified by various witnesses; and Nadya Chand Nishe deposes to have been confined with him. His name, and that of the others, was recorded by the Nazir of Gopalgunge, and that official described the persons whose names were written down, and descriptions tally with the persons of the plaintiffs in this and the concurrent case. From these and other casual circumstances, I am convinced that Bholie, present in this Court, is one of the men released by Mr. Bainbridge from Meergunge godown. The fact of a detention for about two months is proved by the statement on oath of Bholie Sheikh and the plaintiffs in the case of Fuquir Moneeroodee and Mudoomutty, whose case is filed in support of the evidence in this, also by the petition letter, or defawaree, read in the presence of defendant's son and various amlah in Mr. Bainbridge's tent. It is further shown by the reply that he was not there of his own free will, and that he did not enter surreptitiously and allow himself to be locked up. It is lastly improbable, and according to the deposition of Mr. Smith, a person in charge of factories of defendant, it is impossible that defendant

could have been ignorant of a lengthy detention of any person within the walls of the godown of the factory inhabited by him; and there is good ground for supposing that such treatment is often applied to ryots, who desert or default in Indigo matters. I consequently fine Mr. Alexander MacArthur, defendant, 300 Rupees, to be levied according as prescribed in the Act LIII. George III. in the default of payment within five days.

C. B. SKINNER,
Officiating Magistrate.

The 7th May 1859.

After the above order was passed, defendant's Mookhtear put forward an objection that two witnesses for the defence had not been heard. Mr. MacArthur did not raise this objection, nor do I think it could affect my orders, which are based upon the inapplicability of defendant's reply. Nor has a subpœna been served.

C. B. SKINNER,
Officiating Magistrate.

QUEEN AND FUQUIR MAHOMED, &c., *versus* ALEXANDER MACARTHUR AND OTHERS.

Charge.—Illegal imprisonment.

In this case we must consider, firstly, the detention at Luckhipassah. This is denied by Mr. Smith in charge, who however refused to give a deposition until he should have time to consider and consult. The evidence on which I consider it proved, is the statements of plaintiffs, backed by that of certain casual visitants to the factory in the ordinary course of business, &c. The only evidence in repudiation is that certain persons, who state they did not see the plaintiffs, although themselves were occasionally at the factory. We next find them at Noacola. It is not at all impossible that they should have been forced to give in petitions as stated by them; the petitions filed do not in any way disprove the charge. It is next proved, and on unimpeachable authority, that they were released from Meergunge factory. Now, no case is made out that they were simply confined for a legal period for arrears of rent,

which might easily be done is true. Sometime ago punishment was awarded against certain persons for duress in Meergunge factory from simple enmity. I am inclined to look on this as a detention from similar causes for the reasons stated by the plaintiffs. It struck me very particularly in the cross-examination of witnesses that the questions put by plaintiffs were those of persons pleading facts, with which they believed the parties under examination to be acquainted; and of Nadya Chand's evidence, it is sufficient to remark that the best part of it was extracted by cross-examination. The evidence to minor parts is necessarily scanty, but I think there is sufficient, when backed by the release and the facts above recorded, to establish a good case as in Bholie's case. I consider Mr. MacArthur guilty of being a party to the illegal confinement, and fine him 300 Rupees under Act LIII. George III., to be realized as by that Act provided. Nelumber Ghose, Gomashta of Luckhipassah Factory, tries to prove that defendants were not there, but I consider his defence worthless, and sentence him to one month's imprisonment and 40 Rupees fine in lieu of labor to be paid in forty-eight hours, and 100 Rupees in addition, or other six weeks' imprisonment; Hurmotoolah to a fine of 50 Rupees, or one month's imprisonment; also Pauchoo Chowkeedar, of Meergunge, whose defence cannot stand, and Selamutoolah of Luckhipassah to the same.

C. B. SKINNER,
Officiating Magistrate.

The 10th May 1859.

Nelumber Ghose was Gomashta of Luckipassah Factory, where plaintiffs are proved to have been confined by the evidence of several persons. Defendant tries to prove that they were not so confined. Before the orders on Mr. McArthur were referred in appeal to the Sessions Judge, and before defendant Nelumber had appeared in person, but after hearing all the evidence for the prosecution and defence, I recorded a sentence of imprisonment, which however has never been pronounced. The Appellate Court has put a *veto*, an order of imprisonment, against the Native defendants in this case. I therefore sentence Nelumber Ghose to a fine of 100 Rupees or six weeks' imprisonment, and 40 Rupees in lieu of labor to be paid in forty-eight hours. Hurmotoolah, Pauchoo and Selamutoolah, who are proved to have been Chowkeedars on duty at the factories of Meergunge and Luckipassah, respectively, during the period of the plaintiff's confinement, and who

do not deny that they held the office throughout, though they do deny that plaintiffs were imprisoned, are sentenced each to 50 Rupees fine or one month's imprisonment, and 20 Rupees in lieu of labor.

C. B. SKINNER,

The 2nd June 1859. *Officiating Magistrate.*

QUEEN AND DHONIE SHEIKH *versus* JAKAIR BISWAS.

Charge.—Illegal confinement.

In the first place, I consider it proved by Bholie and witnesses, and confirmed by Mr John MacArthur, that Bholie was at Noacola Factory, and by the former that he was taken away to Meergunge. A similar statement made by Monerodee and Fuquir Mahomed give force to it, and a subsequent release as well as the previous capture are satisfactorily proved. It is shown that Jakair Biswas ordered violence. This proof in this case, backed by the evidence to similar conduct in the other, are sufficient evidence to establish guilt on the part of defendant. I consequently sentence him to fifteen days' imprisonment with 20 Rupees in lieu of labor to be paid in forty-eight hours, and to pay a fine of 100 Rupees or to undergo imprisonment for six weeks more.

C. B. SKINNER,

The 10th May 1859. *Officiating Magistrate.*

APPEALS NOS. 51, 55, AND 56.

This is an appeal from Mr. Alexander MacArthur, of Meergunge Factory, against two fines of 300 Rupees each, imposed on him by the Officiating Magistrate in two cases of illegal imprisonment. The plaintiff Bholie Sheikh, and Fuquir Mahomed and Monerodee, co-plaintiffs, were all three released from a locked godown of the Meergunge Factory by the Joint Magistrate of Gopalgunge, Mr. A. J. Bainbridge, who was informed of their detention there by a small boy, as he was riding up to pay a visit to the factory. The evidence of Mr. Bainbridge shows *clearly and indisputably* that the disclosure made to him was unexpected, though he had before heard of men being confined; that on going up and calling out *Bholie*, he was answered at once; that when the servants of the factory would not bring the key of the godown, he sent to Mr. MacArthur, who had it brought at once, and the men were released then

and there; that he did not observe any irons on them; that it was then stated, for the factory, that the men were defaulters for rents, and that he had them at once sent off to his tents by his own people where he took their depositions the next day. He admits that he could not swear to the men being the same, but as it was rather dark when he released them, this matters little, the more so as the parties released already recognise Mr. Bainbridge and are identified by others, Abed Sheikh, Lukhshmen Syce, and Ramdhon, the Nazir.

The released parties declare that they had been detained for about two months, variously at Luckipassah, Noacola, Churnarandy, and finally at Meergunge Factories. The reasons given are either that they are servants of Bissesur Chuklanovis, who is at feud with Mr. MacArthur, or that they have taken Indigo advances, or owe rent, or that there was a fear lest they should give evidence in some cases regarding an estate purchased by Ram Rutton Rai.

It is clear, however, from the evidence of these men that during *all* the above periods they were not continuously confined. They admit being allowed to go home at times, and Fuquir Mahomed allows that he was made to give a petition in person in the Joint Magistrate's Camp on the 10th of March, when had his imprisonment been rigorous or even real, he would surely have complained thereof. This was only one week before the release at Meergunge.

Other witnesses, however, corroborate the detention of the parties to a certain extent at the out-factories, before they were taken to Meergunge. The evidence of Someroodeen, Nydia Chand, Mofezodin, Baken Khan, Tamizuddin, a second Nydia Chand, and Shiromoini, is tolerably clear as to their apprehension in the first instance and their subsequent detention against their will at Noacola and Luckipassah.

It is admitted, however, that the evidence of others on this point is their mere hearsay, or that it would seem to imply (see depositions of Shibchunder Bukshe) that the men were at the factories of their own free will to settle about rents, &c. The real gist of the charge against Mr. MacArthur is his complicity in the detention at Meergunge. There is nothing to connect him with the original apprehension and detention at the out-factories; at least there can be no such presumption of criminal knowledge as would sustain a conviction, and we have seen that there are doubts as to the reality of any violent or continuous detention previously.

With regard to the real point in the case, then, Mr. MacArthur shows that he went to Furreedpore on the 14th of March and returned only on the 16th, just before Mr. Bainbridge released the parties; and it is argued for him that his ready offering of the key of the godown, and his release of the parties then and there, does not look like criminality. It is also said that the men were there as rent defaulters, and that, after all, it is not clear that the parties whose evidence has been taken were really the parties released.

On this I must observe, that rent defaulters can only be summoned to settle matters, and on no pretence can they be shut up in a dark godown under lock and key. As to the insinuation that the men were charged in the way, it is clear that Mr. Bainbridge took every pains to convey them to his tent in *safety*. *They* recognise *him* as the Official who released them, and they were the parties likely to remember their deliverer, and Abed, Lukhshmen, and Ramdhon Bukshe identify them as the real parties. Nor is it easy to see what object any one would have in substituting others for the real men: these men *had been* in a godown and could tell a plausible story; new men would have had to be tutored into a knowledge of places and times.

Again, Mr. MacArthur could hardly have refused to open the godown at the request of the Joint Magistrate, and whether he knew of the detention or not, it would have been the worst policy to refuse to unlock the door. Any charge, however outrageous, might afterwards, as Mr. MacArthur must have well known, have been easily got up against him with some show of probability.

Nor does it seem to me to affect the case that Mr. Bainbridge, at the time, was out of the jurisdiction of Gopalgunge, and in that of Magoorah. Both are in Jessore, to which Mr. Bainbridge stands appointed. He acted as a Police Officer, and his evidence taken regularly in the case is open to the same scrutiny as that of any other witness.

It was for the appellant to show under what circumstances, or by what show of right, the parties were found in the predicament accurately described by Mr. Bainbridge. This onus fairly lays on Mr. MacArthur, and as he has brought no good evidence to explain the circumstances or to give the detention a different coloring, I think, considering the unrebutted evidence of the parties, (who say that they had been at least for some days there,) the place of the confinement, (it being the godown of the head factory of a large concern,) and the whole probabilities and

inferences, that the appellant cannot complain if the Courts, on this, argue his complicity, and hold that the illegal detention *must* have taken place under his sanction *either expressed or implied.*

An objection that the Magistrate made Mr. John MacArthur a witness when he might have been inculpated as a defendant through certain testimony which was held valid against other persons, but apparently disregarded in his case, does not appear to me of very great importance.

The Magistrate acted to the best of his judgment, and there may be several little circumstances as to identity, mode of speech, &c., to influence a Judge who bases his judgment on the witness before him, and on the *vivâ voce* testimony which cannot be attainable to the same extent, by an Appellate Judge, who is confined solely to the dead record.

I observe, however, that the Magistrate has fined Mr. MacArthur 600 Rupees. Looking to the Act of George III., which fixes 500 Rupees as the limit, and to the well-known construction of our Courts with regard to cumulation punishments, which cannot be awarded for offences occurring at the same date beyond the strict letter of the Law, or beyond the full amount of the Officer's powers, I lower the fine in each case to 250 Rupees, which will bring it within the Law.

With regard to the appeal of Jakair Biswas, he is a Gomastah of the out-factory of Noacola, and there is nothing whatever to connect him with the actual imprisonment at Meergunge. All that is in evidence against him is, that he ordered Bholie to be apprehended and beaten, though not severely. I must treat this case as one of common assault, and in this view I reduce the sentence to 50 Rupees or fifteen days' imprisonment.

Looking to the difference of the Laws for Englishmen and Natives, and to the particular circumstances of this case, I cannot altogether reconcile myself to a decision by which the owner of the factory, an Englishman, should leave the Court with a fine, though a heavy fine; while the servant, a Native and an old man to boot, should leave the Court not under a fine, but for the Jail, under a peremptory order of imprisonment.

The sentences are amended accordingly, the orders of the Magistrate being substantially affirmed. A copy of this decision to be sent to the Officiating Magistrate for his inspection.

W. S. SETON-KARR,
Sessions Judge.

JESSORE,
The 26th May 1856.

FROM A. R. YOUNG, ESQ., Secretary to the Government of Bengal, to the Commissioner of the Nuddea Division,—(No. 4144,—dated Fort William, the 30th June 1859.)

SIR,

I AM directed to acknowledge the receipt of your letter No. 119Ct., dated the 12th instant, submitting copies of the decisions of the Officiating Magistrate and Sessions Judge of Jessore, in three cases of illegal imprisonment in which Mr. MacArthur, of the Meergunge Indigo Factory, was concerned.

2. These cases afford, I am to observe, a very pregnant comment on the Petition which was submitted by that gentleman to Government, in July 1858, against the establishment of a Sub-divisional Officer near his Factories.

3. His Honor cannot but consider such cases of long continued illegal confinement as those of which Mr. MacArthur was found guilty as a great opprobrium. Where the offender is a British subject, no doubt the Criminal Law is very unjust towards the injured Native. But the Civil Law is not open to the same imputation. It should be made known to the sufferers, and generally to the poor people subject to such oppression, that apart from all action of the Criminal Courts, any person placed in confinement by a private person, on whatever pretence, has a civil action against the oppressor, whoever he may be.

4. The part taken by Mr. Bainbridge, the Joint Magistrate, in releasing the Ryots confined by Mr. MacArthur, was very praiseworthy; and I am to request that you will convey to him the expression of the Lieutenant Governor's approbation of his conduct.

No. VI.

From T. B. LANE, ESQ., to the Secretary to the Government of Bengal,—(dated Rajshahye, the 14th May 1859.)

SIR,

I HAVE the honor to submit, for the consideration of His Honor the Lieutenant-Governor, the Draft of a Bill for ensuring the execution of engagements for the cultivation and delivery of Indigo plant.

2. In doing so, I am influenced by a strong desire to secure, not only the protection of the class of Indigo Planters from fraud, but also the cessation of those affrays and quarrels which often arise from breach of engagements, caused by collusion between the Ryot and the Zemindar; and, I trust, that I may not be deemed intrusive or over-zealous.

3. I think it right to make a few preliminary observations:—

The Ryot in breaking his engagement, whether by a fraudulent transfer of the plant to another than the person making the advances, or by an utter failure to sow his land with the Indigo seed, is as a rule in collusion with his Zemindar, although no doubt influenced also by his cupidity; and just as certainly he as a rule contracts the engagement with the consent of his Zemindar. I would make the consent of the Zemindar through his agent an indispensable condition to the engagement.

The proposed Law, to be in any way beneficial, must have a summary and immediate effect. Any delay in the Magistrate's Court, followed by a further suspense pending the decision on appeal by the judge, would render the Law practically useless. A summary procedure without appeal being therefore essential to its success, it is necessary that the circumstances attendant on the making of the engagement should be such as to preclude all after excuses on the part of the contracting party. The signature of the Zemindar's agent would be the proof that the Ryot had willingly contracted the engagement.

It is not to be denied that reputable and respectable as is the class of Indigo Planters for the most part, still amongst them there are some

unscrupulous persons. A measure preventing fraud on their part must therefore be included. I consider that the full list of the season's engagements required by Section II., which would be open to general inspection in the Magistrate's Court, would afford a sure means of detecting any such attempt at fraud, long before any suit could be preferred based on a false contract; as well as it would enable the Magistrate to detect any Ryot who might have received advances from more than one person. I may also observe that any Planter who once defrauded Ryots contracting with him would effectually discourage them and all others from again entering into engagements with him.

The date specified in Section II. is the ordinary period at which advances are made, but a Magistrate may, at his dicretion, and on consideration of special circumstances in any District, determine another date as the last on which attestation can be effected.

The possession to be given under Section V. would be given under the same procedure as that in use in cases under Act IV. of 1840.

Bill for the ensuring the Execution of Engagements for the Cultivation and Delivery of Indigo Plant.

EVERY written engagement for the cultivation and delivery of Indigo Plant shall be countersigned by the person making the advance, and by the Zemindar's Gomashta of the Mouzah in which the land to be cultivated is situate.

II. Every such engagement shall be presented to the Magistrate of the District before the 1st day of September in each year, or before such date as may be determined by the Magistrate; and the Magistrate shall fix to each document his signature, and the date thereof. On the 1st day of September, or on such date as may be determined as above, every person making advances and receiving such engagements for the season then commencing, shall furnish the Magistrate with a full list of all such engagements received by him in the Form A.

III. If any person who may have made such advances shall have just reason to believe that an individual, under engagement to him, is in any way evading or intending to evade the execution of the said engagement, it shall be competent to such person to present a Petition of complaint to the Magistrate, filing with the same the Deed of Engagement, attested as provided in the first and second Section of this Act.

IV. On the presentation of such Petition and Deed, a summons shall be immediately issued requiring the individual complained against to attend and

answer to the complaint, personally or by Agent, before the Magistrate, within a reasonable specified period, but which shall in no case exceed fourteen days.

V. If the individual thus summoned shall attend personally or by agent within the specified period, and shall offer to fulfil his engagement, he shall be permitted to do so. If he shall refuse to execute his engagement, or after offering to fulfil it shall fail to do so, or if he shall not appear within the time specified, the Magistrate shall summarily order possession of the land described in the engagement to be delivered to the person making the advances, and shall maintain him therein until the expiry of the season for which the said engagement has been made; and any such order of a Magistrate shall be final.

VI. In every case in which the Magistrate shall order possession to be given to the person making the advances, he shall require from the said person an agreement that on gathering the entire crop grown on the land so possessed he will pay to the individual who originally made the engagement the balance, if any, which he contracted to pay for the produce, after deducting therefrom the expenses which he shall have incurred in bringing the crop to maturity, as also any rent which he may have paid for the land so possessed by him.

VII. Any person who shall aid or abet any contracting Ryot in the evasion of his engagement shall be liable to a fine not exceeding one hundred Rupees for each such offence, or in default of payment shall be imprisoned for one month; such order being subject to the usual law of appeal.

Form A.

List of Engagements for the Cultivation and elivery of DIndigo Plant, for the Season commencing

Name of Mouzah.	Name of Ryot.	Quantity and Boundaries of Land.

From A. R. YOUNG, ESQ, Secretary to the Government of Bengal, to T. B. LANE, ESQ., Rajshahye,—(No. 3538, dated Fort William, the 3rd June 1859.)

SIR,

I AM directed to acknowledge the receipt of your letter dated the 14th ultimo, submitting for the consideration of the Lieutenant Governor the Draft of a Bill for ensuring the due performance of Contracts entered into by Ryots for the cultivation of Indigo.

2. The proposed Law, in His Honor's opinion, is open to the following objections.

3. The breaches of contract for which it is intended to provide a remedy are already open to the natural remedy of an action for damages. If this remedy is found sufficient for all other breaches of contract, and especially for those where the contract is for the production of any other crop besides Indigo, the Lieutenant Governor does not understand why it should not be sufficient for such breaches where Indigo is the article contracted for. It is well known to be a common practice for Native and other capitalists to make advances for the cultivation of Sugar, Cotton, Grain, and other crops; and no extraordinary interference of Magisterial authority is asked for in such cases. Why should it be necessary where Indigo is the article in question?

4. If, as is presumable, the reason be that Indigo is not paid for at a price which makes it as profitable to the Ryot as other crops, that circumstance by no means justifies a special Law applicable to Indigo in favor of the party making the advance and against the Ryot.

5. In proposing a special Law regarding Indigo or any other crop, it is incumbent on the promoter of the Law to ascertain and show, as his first step, what the specialty is which, in his opinion, warrants special legislation in that particular case. This you have omitted to do.

6. The proposed Law proceeds apparently on the assumption that the Zemindar's permission is necessary before a Ryot can cultivate his land in any particular manner; but this is not the case: generally speaking the Zemindar has no right to interfere with the Ryot's cultivation, and his consent does not make any contract the Ryot may enter into more or less binding than it otherwise would be.

7. Your Draft Act again makes no provision for cases in which a contract between a Ryot, or a person claiming to be a Ryot, cannot be

executed without interfering with the rights of a third party; as where A contracts with a party to cultivate Indigo on B's. land, or on land which B claims to be his; such cases, it is obvious, are not suitable for the decision of a Criminal or Police Court.

8. His Honor, however, considers the provision suggested in your Draft, for securing the reality of contracts for the cultivation of Indigo and the freedom of action of the weaker party on such occasions, namely by requiring them, in order to their being of legal validity, to be entered into in presence of a Public Officer, a very good one, and one that might with advantage be extended to contracts made under advances for the cultivation of any crop whatsoever. The attention of the Legislative Member of Bengal will be drawn to this suggestion.

No. 3539.

COPY of the above letter, and of the one to which it is a reply, together with the Draft Bill, forwarded for the information of the Legislative Member of Council for Bengal.

From T. B. LANE, ESQ., Rajshahye, to the Secretary to the Government of Bengal,—(dated the 23rd June 1859.)

SIR,

WITH reference to your letter to my address, No. 3538, of the 3rd instant, I have the honor respectfully to submit some further observations on my Draft Act concerning Indigo Contracts.

2. I would with all deference observe, that there is a great difference in the position of persons making advances for the cultivation of Indigo and those who make advances for the production of other crops. The former class consists of persons who, expending large sums of money in advances for the cultivation of land, reside in the immediate vicinity of that land, carry on the subsequent manufactures, in which other large sums are expended on the spot, and possess considerable influence with the population, in consequence of this connection with them from which so many earn their maintenance. This influence, exercised independent of the Zemindar, is most distasteful to him, and although he may be sometimes propitiated by large presents to himself

and his Amlah, his feelings of dislike to the position held by the Indigo Planter are often so strong that he uses all his efforts to prevent the actual cultivation of the plant. At the best, cultivation is impeded by a heavy tax, and in some cases stopped altogether.

2. I do not assert that the Zemindar has the slightest right to regulate the cultivation of his Ryots' land; but regarding the immense power possessed by him over them, by which he can compel them in any case to act at his will, I wish it to be made essential to the free character of the contract between Planter and Cultivator, that there should be a formal recognition of its existence on the Zemindar's part. The contract would not be more binding, but the Magistrate would feel assured that it had been really or willingly made.

4. Under the present Law in cases of breach of contract the Planter, who, honourably averse to resort to physical force, applies to the Civil Court for redress, cannot there obtain a sufficient compensation for his loss. The damages awarded cannot be recovered from Ryots, who have little or no property, who have taken the advances because they wanted money to pay their rent. And as these breaches do not occur singly, but all the Ryots of the Zemindaree act in concert, an Indigo Planter as at present situated may at any time find himself injured in a very serious degree.

5. Assuming therefore that Indigo Planters are engaged in sustaining a commerce in one of the most valuable products of India, that in doing so they expend a large amount of capital, and affect materially both the weal of the surrounding population and the revenues of the country, I would urge that it is both politic and just that they should be specially protected from the opposition so constantly shown to them by the neighbouring Zemindars, who by exercising their great power can effectually bar the progress of their cultivation.

6. I have heard that many Ryots believe that Indigo is not so profitable to them as other crops are. What I wish to secure is, not the forcing the Ryot to make engagements which he does not like, but merely that when he has, with the cognizance of his Zemindar's agent, willingly agreed to certain terms, he should be compelled afterwards to fulfil them.

7. Let me add, that it seems very probable that if a summary remedy as proposed by me can be provided, breaches of contract will but seldom occur through fear of the immediate result, and the whole question will

settle into its proper position, *viz.*, that if a Zemindar wishes to prevent his Ryots from cultivating for a factory, he will obliged to do so by preventing them at first from taking advances, instead of allowing them to take the money and afterwards deny the contract.

8. With reference to the 7th paragraph of your letter, I would suggest that, if in the opinion of His Honor the presence of the Zemindar's agent cannot be considered a sufficient guarantee that the land contracted for belongs to the Ryot contracting, an addition should be made to the 4th Section of the Draft as follows:—

" Provided, that if within one month from the date specified in Section II., any individual shall before the Magistrate claim land described in the list of engagements for the season to be his holding, not that of the Ryot in whose name it is entered, the Magistrate from receiving any petition from the person making advances for the cultivation of the said land, shall refrain from proceeding under this Act, referring the parties to the Civil Court.

From A. R. YOUNG, ESQ., Secretary to the Government of Bengal, to T. B. LANE, ESQ. Rajshahye,—(No. 4220, dated Fort William, the 5th July 1859.)

SIR,

I AM directed to acknowledge the receipt of your letter dated the 23rd ultimo, submitting further observations on your Draft Act concerning Indigo Contracts, which has been duly laid before the Lieutenant Governor.

No. VII.

From E. PRESTWICH, ESQ., to the Hon'ble F. J. HALLIDAY, Lieutenant Governor of Bengal,—(No. 320, dated the 2nd February 1859.)

SIR,

WITH reference to the interview I had the honor to have with you on Thursday last, I beg to hand you a statement of the facts I mentioned on that occasion.

1. I am the proprietor of the Hobra Indigo Concern in Zillah Baraset, and largely interested in the several concerns belonging to the Bengal Indigo Company, as also Indigo Concerns in Zillahs Arrah, Tirhoot, and Jessore.

2. Mr. Eden, the present Magistrate of Zillah Baraset, has expressed his determination in the most hostile manner (through the medium of the *Field* newspaper, of which it is notorious he is the Mofussil editor, as also generally to every person with whom he comes in contact,) to entirely do away with Indigo cultivation within the District of Baraset, stating that in the course of two years no Indigo shall be sown in that District.

3. In consequence of Mr. Eden's expressed and well known hostility to the cultivation of Indigo, the Ryots of Chowrassee and Ookrah Pergunnahs in the Hobra Concern have entered into a combination not to come in and settle their accounts for the past season, or to enter into any arrangement to clear off the money they are indebted to me.

4. In order to insure the good working of the Hobra Concern, I took an Ezarah of Chowrassee Pergunnah, in which I pay an annual yearly loss of six thousand Rupees. Every possible indulgence has been shown towards the Ryots. I have never attempted to increase the collections in any way, and have borne with this loss that the Ryots should have every encouragement to act fairly by the concern. They now being assured that the Magistrate will support them in evading their Indigo engagements, refuse to sow Indigo as heretofore.

5. On representations made to me last season by Mr. Eden, that Mr. Hampton permitted the servants of Hobra to act unfairly towards the Ryots, I removed Mr. Hampton from charge of the concern and also discharged the old servants, Mr. Eden assuring me I had only to do so

to make the Ryots exceedingly well disposed towards the concern, and promising me every encouragement and assistance.

6. I now discover that I have been completely misled, and that Mr. Eden's determination to uproot Indigo cultivation is the real cause of my present difficulties, and where a Magistrate of a district does not hesitate to express publicly his hostility to Indigo, it is quite impossible for me to expect assistance or justice from him, and my position has been made doubly difficult by my having a new Manager, Assistant and servants.

7. I have invested a large amount of capital in the Hobra Concern. I have this year provided Indigo seed at a very great cost, and when investing my capital in District Baraset, I did so in full confidence that I should receive every fair assistance and encouragement, and not be ruined by an Officer of Government who is determined to carry out his expressed theory as to what is best for the good of the country, *viz.*, the entire cessation of Indigo cultivation to be superseded by Cotton.

8. Mr. Eden makes a pretence that his private feelings do not affect his official acts, and do not influence his Amlah, the Police, and the Ryots of the District. Any person at all acquainted with the influence a Magistrate exercises in the Mofussil, must know that he has only to raise his finger to put up the Ryots to rebel against the Factory, and Ryots generally are only too glad of any excuse to avoid paying their just debts.

9. In the many Indigo concerns in which I am interested no difficulty like the present exists. It is only in Baraset, and with a Magistrate so biassed and prejudiced; and if Mr. Eden's present policy is to be pursued by him and adopted by other Magistrates, it must certainly result in my ruin as well as that of all men who have brought capital to the country for investment in Indigo.

From E. PRESTWICH, ESQ., to the HON'BLE F. J. HALLIDAY, Lieutenant Governor of Bengal,—(dated Calcutta, 15th April 1859.)

SIR,

You will doubtless recollect the interviews which I had the honor to have with you, on the 27th January and 3rd February last, in respect of certain complaints which I made against the Hon'ble Mr. Eden, the Magistrate of Baraset, as affecting my interests in the Baraset Concerns, of which I am the proprietor.

2. At the latter of these interviews Mr. Eden was present, and I agreed, in order to avoid the necessity of proceeding further in the

matter, to a proposition that was then made to the effect that Mr. Eden should on his return to his charge persuade the Ryots to come in to the factory in order that they might compare and settle their accounts for the past season.

3. So far however from Mr. Eden's carrying out this arrangement upon his return, he, in open Court, stated that I had petitioned Government for his removal, and that I had been unsuccessful in my application, thereby letting the Ryots know, that what they otherwise would not have known, that we were opposed to each other, and intimating to them that they might proceed to the factory if they pleased, which they were probably aware of before.

Subsequently, on the 20th February, Mr. Eden issued a roobookaree much in the same spirit, and the result has been, as a matter of course, that up to this hour not a Ryot has come in to settle his accounts.

Finding that Mr. Eden was not acting with even a show of fairness, but that his hostility to the factory had been increased by my proceedings, I laid the matter before Mr. A. Grote, the Commissioner of the District. After some delay, Mr. Grote replied that no case was made out for his interference or for representation to Government, upon the ground, as stated in the following extract of his letter to me dated the 6th inst., that " the explanation of the roobookaree of the effect of which you " complain is given in the following extracts from Mr. Eden's letter, " (paras. 17-20) which show that the latter warned you of what might be " expected from his interfering in the manner proposed by you." I appeal to you, Sir, whether Mr. Eden's explanation is a fair explanation of what actually took place, and whether he has interfered in the manner proposed by me, whether he has not by the wording of the roobookaree taken every possible advantage of his position still further to complicate the business.

Mr. Grote appears to be under the impression, from Mr. Eden's explanation, that the roobookaree was issued in its present form with your approval and sanction, and therefore, coming from high authority, it is not a matter for his interference.

The actual and ruinous result is that I have been able as yet to sow only about 2,600 beegahs, or less than one-fourth of the cultivation of any previous year, and should this combination amongst the Ryots continue to receive the encouragement of the Magistrate, the factory will be closed.

The only resource left to me therefore is again to appeal to you, that you will be so good as to call for the whole case, and to give me the redress I seek, by removing Mr. Eden from his present charge, and by giving it to some one whose opinions on the subject of Indigo Planting are not so openly and avowedly hostile.

I beg to annex copies of my correspondence with Mr. Grote, consisting of my letters to him, dated 16th and 21st March, and of his letters to me dated the 17th March and 6th April.

The certified copy of Mr. Eden's roobookaree referred to in the preceding is with Mr. Grote.

From E. PRESTWICH, ESQ., to A. GROTE, ESQ., Commissioner of Nuddea,—
(dated Calcutta, 16th March 1859.)

SIR,

I beg to be allowed to bring to your notice the following facts, and to solicit your interference with respect thereto in such manner as you may think proper for the protection of my interests as an Indigo Planter within the district of Baraset.

1. I became the purchaser of the Baraset Indigo Concern, one-half in the year 1853, and the remaining half subsequently for one lac of Rupees (1,00,000.) When purchased, there was a cultivation of upwards of 16,000 beegahs of land for the purposes of the factory and an annual average outturn of upwards of 700 maunds of Indigo. I subsequently, for the purpose of insuring the interests of the concern, took an izarah of Chowrassee Pergunnah at a loss on the annual collections of Rs. 6,000. I have shown every indulgence to the Ryots of that Pergunnah, in remitting to them the fees and other exactions which they had been in the habit of paying to the Zemindar; and I have never attempted in any way to increase the collections or make up the deficit therein. Further, when during last season it was represented to me by the Joint Magistrate of Baraset, the Hon'ble A. Eden, that some of the native factory servants had in his opinion been guilty of some oppression towards certain of the Ryots, I dismissed from my employment not only those native servants who were so charged, but also I removed my European manager, Mr. Hampton, against whom no charge of participating in such acts had been made or shown, but whom Mr. Eden believed to be some-

what to blame, and I boldly and confidently assert that I have, in all respects, so far as lay in my power, both from motives of humanity and from a sense of the comfort and well-being of the Ryots being most material to the prosperity of the factory, endeavoured to improve their condition and gain their confidence.

2. Notwithstanding such my efforts, this formerly prosperous concern is now approaching entire ruin. The cultivation last year declined to about 11,000 beegahs; this year not half the latter quantity of land has been settled for. Although the season is already so far advanced, the outstanding balances at the end of last year amount to Rs. 1,14,474-2-10. and the Ryots where the combination exists have notwithstanding every attempt which has been made by my manager and me hitherto, in almost every case, refused to come in and settle their accounts, and those Ryots who have taken advances now say that they will not sow unless the other Ryots sow likewise. The result of this is that I am threatened with the total loss of the large capital, exceeding 2 lacs of Rupees, which I have already invested in the concern. The cause of these losses and difficulties is to be sought for in the conduct and language of Mr. Eden since he came to Baraset as Joint Magistrate. That Officer, who has formed very strong opinions on the subject of Indigo Planting, and the necessity of introducing what appears to him certain reforms in the system, and the greater advantages offered by other cultivation to the Ryot, has taken every opportunity of giving expression to those opinions both officially and in private correspondence and conversation, and also in the columns of the "*Field*" newspaper with which he is notoriously connected as a Mofussil contributor, has indulged in attacks on the Indigo Planting body generally. The natural and inevitable consequence of such open expression of opinion on his part has been that the Ryots throughout the Baraset District have formed the opinion that in declining to come in and settle their accounts or enter into fresh contracts, as they did in former years, they are acting in a manner calculated to please the Magistrate of the district, and that they can rely on his countenance and support in any contest they may have with the factory.

The immediate effect, on such a population as that of Baraset, of such impressions will be at once apparent to any one.

3. The justice or injustice of Mr. Eden's opinions on this subject I do not think it is here necessary for me to discuss. The duty of a Magistrate is, I submit, entirely beside the expression of any particular

opinions which he may, as an individual, entertain with regard to such public and general questions as are involved in the displacement of the cultivation of Indigo by that of Tobacco or other products. His duty is undoubtedly to protect the Ryot from oppression, and to preserve the peace, but it is as undoubtedly also his duty to act with the greatest impartiality and discretion in the expression of opinions on matters not falling within his jurisdiction, which may be well or ill founded, but which coming from a person in his position are calculated to lead to the falsest impressions among the ignorant and ill disposed, and to operate most prejudiciously on the interests of a large body of men whose difficulties are already considerable, and whose experience is so much greater than his. I will here only observe, as an instance of the amount of knowledge which Mr. Eden brings to bear on this important subject, that one of the principal grievances which he has repeatedly put forward on behalf of the Ryot is that he loses by the cultivation of Indigo to the exclusion of that of Tobacco, which Mr. Eden particularly advocates in Baraset; whereas every person having any knowledge of the rotation of crops in this country is aware that Tobacco and Indigo are grown at different seasons on the same ground, and do not interfere the one with the other.

4. Finding at the commencement of this year that the prospects of the concern were so disastrous, and having ascertained that the cause of the Ryots not coming in was, as stated by themselves, that they considered the Magistrate to be opposed to the cultivation of Indigo, I obtained two interviews with his Honor the Lieutenant-Governor, on the 27th of January and the 3rd of February of this year, relative to this matter, at the latter of which Mr. Eden was present. It was at the latter of these arranged, with the approval of Mr. Eden himself, that my Manager, Mr. Warner, should write a letter to his Honor requesting him to instruct Mr. Eden to use his influence with the Ryots of Chowrassee and Ookrah Pergunnahs, to induce them to come in and settle their accounts for the past year, Mr. Warner at the same time undertaking to use no coercion whatever to force the Ryots to take fresh advances. That letter was accordingly written by Mr. Warner in those terms on the 4th February, and on the same day Mr. Eden without waiting for further instructions and without, so far as I can understand, any necessity or proper motive for so doing, intimated in open Court the failure of the application which had been made for his removal,

informed them in effect that the Lieutenant-Governor's order was, that there was no Law compelling the Ryot to sow Indigo, but that they might sow what they pleased; that the Ryots were to go to the factory and settle their accounts, but that an Amlah of the Magistrate would accompany them to protect them against the Planter; that if the Planter owed the Ryot anything it must be paid immediately, but if he had any claim against the Ryot it must be sued for, and that the Ryots who had already entered into contracts ought to perform them, but that no one must be forced to enter into them.

The effect of this merely colorable performance of the promise he had given before the Lieut. Governor has been to make matters worse than they were before. A number of Ryots who had previously promised to come into the factory and settle their accounts, on hearing of this order, declined to do so, and the reason in all cases assigned is the expressed hostility of the Magistrate towards the Indigo Planters.

On the 20th of February, Mr. Eden issued an order in open Court to the same effect, in great part as the former of the 4th, but with the addition that any Ryot who should go to the factory should be exempted from arrest while there upon any decree which the factory might previously have obtained against them. By this Mr. Eden apparently intended to insinuate that the coercion of legal process might be employed in breach of the undertaking which I had given through Mr. Warner and so further to display his hostile feeling. The result has been that *not one* Ryot has since come into the factory, either to settle accounts or enter into agreements.

As a further illustration of the working on the minds of the Ryots of the knowledge of Mr. Eden's sentiments, I may mention that in January last Mr. Eden applied to Mr. Warner officially requesting that one of his Deputy Magistrates might be allowed to occupy the factory house at Parcool, one of my sub-factories. This Mr. Warner declined, as there has been no disaffection displayed by the Ryots of that factory up to that time, but offered the factory house at Simlah, another sub-factory, for his occupation. Notwithstanding such refusal Mr. Eden sent the Deputy Magistrate to Parcool, and the consequence has been that the Deputy Magistrate informed the Ryots of Mr. Eden's views on the subject of Indigo, and the Ryots who had before entered into engagements and were quietly performing them have since shown every unwillingness to carry them out.

In conclusion, Sir, I beg to say that I am clearly aware that there is no Law by which the Magistrate is bound to assist or can assist the Planter in obtaining contracts or their performance from his Ryots. All I claim is non-interference by the Magistrate, so long as no breach of the peace or oppression calls for his intervention, with the free course of agriculture and contract.

Mr. Eden's conduct as Magistrate of Baraset is fraught with ruin to me, and I therefore pray that on consideration of this case, you will be pleased to make such representations to Government as may lead to the removal of Mr. Eden from Baraset, or to such other measures as shall effectually protect my interests.

From the Commissioner of the Nuddea Division, to E. PRESTWICH, ESQ.,—(No. 44, dated Allipore, 17th March 1859.)

SIR,

I HAVE the honor of acknowledging the receipt of your letter dated yesterday.

2. You attribute the unfavorable prospects this year of the Hobrah Concern to the conduct and language of the Joint Magistrate of Baraset, who you say holds certain strong opinions and takes every opportunity of expressing them *officially*, on the subject of Indigo Planting; as a consequence of this, the Baraset Ryots are, you think, under an impression that in declining to come in and settle their accounts and take fresh advances they are doing what will please the Joint Magistrate.

3. If these charges against Mr. Eden are susceptible of proof, undoubtedly you have good reason for dissatisfaction, for however strong that gentleman's opinions may be on the existing system of Indigo cultivation, he is not justified in giving such official expression to them as should have the effect you describe. I must request you to state whether you are prepared to show that Mr. Eden has thus abused his official position, or whether you merely infer that he has done so because his opinions on the subject have not been disguised in his private "correspondence and conversation and in the columns of the *Field*."

4. Notwithstanding these alleged prejudices of the Joint Magistrate, you appear, however, to have applied to Government for permission to his interfering to settle differences between you and your Ryots, and having

obtained it, you now complain that by his mode of interference Mr. Eden has made matters worse than they were before. "All I claim," you now say, "is non-interference by the Magistrate so long as no breach "of the peace calls for his intervention."—This course, I agree with you, is binding on a Magistrate, and any deviation from it must be attended with embarassment. In this case the deviation seems to have been of your own seeking, and to have received the sanction of high authority, and the results, which have been so different from what you had expected, seem to me to be beyond remedy. I will, however, send your letter for Mr. Eden's remarks, and will on the receipt of these determine whether there are grounds for making the reference which you desire to Government.

From E. PRESTWICH, Esq., to A. GROTE, ESQ., Commissioner of Nuddea,—(dated Calcutta, the 21st March 1859.)

SIR,

I HAVE the honor to acknowledge receipt of your letter dated 17th instant, and in reply beg to state—

You somewhat misunderstand the cause and object of my application to the Lieutenant-Governor; it was not so much an application for the good offices of Mr. Eden in inducing the Ryots to come in and settle their accounts, as a charge similar to that I have made to you of my difficulties having been occasioned by Mr. Eden publishing privately and officially his sentiments on the subject of Indigo Planting. There was coupled with such charge the request that measures should be taken for correcting the mischief in such manner as should seem most advisable to the Lieutenant-Governor under the circumstances, and it was in consequence of what passed at the interview to which I had referred that Mr. Eden undertook to use his influence to disabuse the minds of the Ryots and induce them to come forward and settle their accounts. I merely asked that the Magistrate should not interfere to my prejudice in future, and should as far as lay in his power remedy the evil he had done before. This he undertook to do, but did not do: the promise he gave he carried out neither in letter nor spirit; his proceedings were such as clearly to intimate to the Ryots that he had gained a triumph over me before the Lieut. Governor, and they could be encouraged in their opposition to my interests.

You have asked me for evidence of my charges. My charge in my letter to you was that previously to my interviews with the Lieut. Governor, Mr. Eden had expressed his sentiments and shown his bias in a manner calculated to injure me, and that after these interviews he had in breach of his undertaking made matters even worse than before.

As to the first the evidence is supplied by the well-known fact, which, I think, Mr. Eden will hardly deny, and which is notorious to all in Baraset and the adjoining districts, that he does entertain opinions most unfavorable to Indigo Planting—that he has given the freest expression to them in private conversation, correspondence, and in the Press. You will easily understand how difficult it is to fix on particular acts or expressions while the general tenor of the conduct and language of an official leave no doubt in the minds of those by whom he is surrounded and looked up to, as to the opinions he entertains. And you also well know how much greater weight is often attached to, and how much more important results often attend on such expressions of opinion than were perhaps contemplated by the person who uttered them.

That the effect of Mr. Eden's conduct has been such as I complain of, the present ruinous state of my interests in the Baraset Concern sufficiently attest.

As to the evidence of Mr. Eden's conduct subsequent to these interviews, I am not in the same difficulty—I can confidently appeal to the language of his roobokarree (an authenticated copy of which I had the honor to forward to you), and I ask if anything could be calculated more to lead to the conviction in the minds of the Ryots that all my efforts had totally failed, that the Magistrate had won over the Lieut. Governor, and that they would be supported by them both in their course of dishonest opposition.

As I have before stated, the consequence has been, that even those who had before promised to come in, put this patent construction on these orders, and the concern has been virtually closed, Mr. Eden being more determined than ever in carrying out his theory regardless of all consequences—and on this ground I pray for his removal.

From the Commissioner of the Nuddea Division, to E. PRESTWICH, ESQ., at Calcutta,—(No. 56Ct., dated Allipore, the 6th April 1859.)

SIR,

HAVING now fully considered your letters dated respectively the 16th and 21st ultimo, together with the remarks made on the former by the Joint Magistrate of Barraset, I have come to the conclusion that under the circumstances no case is made out for my interferance, or for representation to Government.

2. The explanation of the roobokaree, of the effect of which you complain, is given in the following Extracts from Mr. Eden's letter (paras. 17 to 20) which show that the latter warned you of what might be expected from his interfering in the manner proposed by you:—

Extract Paras. 17 to 20 from Mr. Eden's letter No. 276, dated 24th March 1859, *to the address of the Commissioner of the Nuddea Division.*

"17. Mr. Prestwich and Mr. Warner came and called upon me and asked me to compel the attendance of the Ryots at the factory; I declined to compel their attendance, but on their asking me to depute my Sheristadar to try and settle the difference, I at once complied, he went to the spot and reported that Mr. Warner was endeavouring to introduce a new form of contract, and that the Ryots would not sign it, and that as neither party would give way he could do nothing.

"18. A short time after this I waited, by instruction, on the Lieutenant-Governor, and was amazed to find that Mr. Prestwich and another gentleman, who has nothing to do with the matter, had petitioned the Governor for my removal. I returned to my camp to find out what cases there had been connected with the concern in my Court, and found that there had been none at all during the past year, with the exception of the case in which the Naibs were imprisoned in June or July during Mr. Hampton's time. The next day I saw the Lieutenant-Governor in the presence of Messrs. Prestwich and Goodenough: after making a number of groundless and general charges which they could not substantiate, they agreed that all they wanted was my *interference* to induce the Ryots to come in and settle their accounts. The Lieutenant-Governor requested me to use this influence, on receiving an assurance that no advantage should be taken of their attending to settle their accounts to compel them to enter into fresh contracts, the Ryots being told what their rights were, and an Amlah being deputed to see that no coercive

measures were made use of. I protested slightly because knowing that the effect of this order would be to let the Ryots see that it was not the wish of Government that they should be forced to cultivate Indigo (as they now believe it to be), and feeling convinced that they consequently would not sow any longer under compulsion, I felt sure that the owners of the factory would throw the blame upon me; His Honor however said that this was a question for the consideration of the owners of the factory, not for me, and if they agreed to it I had no right to object.

"19. I returned home and finding that as usual on such occasions a report had been spread that I had been removed at the request of the owners of the factory, I explained at once what had occurred so as to counteract the evil effects that would have arisen from the belief that I had been removed for protecting the Ryots. I subsequently sent for the Ryots and requested them to go into the factory and settle their accounts, and told them in the presence of Mr. Prestwich's Mooktear that they had better pay their balances. The account given of what took place on the 4th I distinctly deny; it is a report that he has received from a Native, and he ought better to have known the value of such reports.

"20. At the request of Mr. Prestwich's Mooktear I put all that passed in writing, giving him a copy to forward to his master: some of the Ryots declined to attend the factory on the grounds that former Managers had instituted false suits in other districts and had obtained *ex parte* decrees that had lain over for many years, and that Mr. Warner would execute these on them when they attended the factory. As the Lieutenant-Governor evidently wished the Ryots to settle their accounts, I got over objection by ruling that as they were going in accordance with my wishes they should be exempt from arrest by decree of the Civil Court in the same way as if *going and coming to my Court*, a ruling which I consider perfectly justified by the circumstance.

Minute by the Hon'ble the Lieutenant-Governor of Bengal,—(dated the 21st April 1859.)

Complaint of Mr. Prestwich against Mr. Eden.

MR. PRESTWICH, owner of an Indigo Concern in Zillah Baraset, accompanied by Mr. Goodenough, waited on me to represent that he suffered greatly from the undeserved hostility of Mr. Eden (the District Magistrate) to the whole system of Indigo Planting. That Mr. Eden paraded these opinions in

many ways, and took care to have them known so that he was no longer believed to be impartial between Planters and their Ryots. Moreover, he had in certain cases acted unjustly towards Mr. Prestwich, and for these reasons ought not to be continued in an Office which brought him into constant contact with Planters and marred his reputation for impartiality, while it threatened Mr. Prestwich with ruin. Mr. Prestwich also made these and other statements in writing to the same effect. His letter is appended.

I saw Mr. Eden on the subject, and it appeared to me from his statements that the present condition of affairs in Baraset between Mr. Prestwich and some of his Ryots was such as to threaten the public peace, and was likely to spread to other places. But that it was probable that a verbal explanation might remove most of the causes of difference and lead to a satisfactory result. Accordingly Mr. Eden readily consented to meet Mr. Prestwich and Mr. Goodenough, and discuss the subject before me.

At the meeting it was plainly shown that Mr. Eden's conduct had been strictly legal, though it certainly appeared to me that Mr. Eden betrayed some prejudice against the system of Indigo Planting. It was certain however that Mr. Prestwich had looked to Mr. Eden for such assistance as Mr. Eden could not justly or legally afford, and that he was by no means fully informed as to his own legal rights as a Planter, or as to the true limits of the Magistrate's jurisdiction. Indeed much of Mr. Prestwich's irritation proceeded evidently from a misunderstanding in these points, and was moderated when the subject was more fully explained to him.

Ultimately Mr. Prestwich receded from much of what he had at first desired to demand; and he made a proposition which I thought Mr. Eden, for the sake of peace and good understanding in his District, might fairly accede to. Mr. Prestwich was therefore requested to put it into writing and Mr. Eden undertook to assent to it if expressed as he anticipated.

Mr. Prestwich's agent afterwards wrote the following letter :—

"To the Hon'ble F. J. HALLIDAY, Lieutenant-Governor of Bengal.

"SIR,

"'Mr. Prestwich, the owner of the Hobra Concern, having informed me of the conversation which he had the honor to hold with

you on Thursday last, regarding the difficulties at present existing in that concern, I beg to state that some of those difficulties may, I hope, be reduced if you will be good enough to instruct Mr. Eden, the Magistrate of the Baraset District, to use his influence with the Ryots of the Chowrassee and Ookrah Pergunnahs to induce them to come into the factory to compare the balances of their accounts for the operations of the past season. Should the Ryots come into the factory for this purpose, I engage that I will use no *coercive* measures to *force* them to take fresh advances for the ensuing year.

"I have, &c.,

"J. G WARNER."

"HOBRA,
"*The 4th Feby.* 1859."

As this exactly accorded with the verbal proposition above alluded to, and was perfectly fair and reasonable, while it was stated that an assent to it would cause most of the differences between Mr. Prestwich and his Ryots to cease, I caused my Private Secretary to write as follows to Mr. Eden :—

"MY DEAR MR. EDEN,

"In forwarding you the accompanying copy of a letter from Mr. Warner, I am desired by the Lieutenant-Governor to say that, although you are under no legal obligation to interfere in this way, yet His Honor thinks that you may unobjectionably do what is asked for the general benefit of the parties concerned.

"If the Ryots should seek your advice, I am to observe that you should take care that they are under no misunderstanding as to their lawful rights, and you should adopt full precautions to ensure them from any force or coercion as to new advances, or on any other account whatever.

"I am, &c.,

"ALLIPORE,
"*The 11th Feby.* 1859."

"H. RABAN."

The above is an accurate statement of what passed.

Mr. Prestwich now complains that Mr. Eden has not fairly acted up to his implied agreement, and has submitted another complaint to that effect, together with his correspondence with Mr. Grote, the Commissioner of the 24-Pergunnahs.

But the roobokarree alluded to by Mr. Prestwich is not transmitted, and it is essential to a right understanding of the case.

I request therefore that the Commissioner may be called upon to forward a copy and translation of the roobokaree in question, with any further remarks he or Mr. Eden may desire to submit on the subject.

The substance of the statement in this Minute should be communicated to the Commissioner, together with copies of the letters adverted to.

From A. R. YOUNG, Esq., Secretary to the Government of Bengal, to the Offg. Commissioner of the Nuddea Division.—(No. 2644, dated Fort William, the 23rd April 1859.)

SIR,

IN forwarding to you a copy of a letter from Mr. Prestwich, the owner of an Indigo Concern in Zillah Baraset, dated the 15th instant, in which he brings a complaint against Mr. Eden, the Joint Magistrate of that District, I am directed to inform you that some little time ago Mr. Prestwich, accompanied by Mr. Goodenough, waited on the Lieutenant-Governor to represent that he suffered greatly from the undeserved hostility of Mr. Eden to the whole system of Indigo Planting; that Mr. Eden paraded these opinions in many ways, and took occasion to have them known so that he was no longer believed to be impartial between Planters and their Ryots; and that, moreover, in certain cases he had acted unjustly towards Mr. Prestwich; and that for these reasons he ought not to be continued in the office which brought him into constant contact with Planters and marred his reputation for impartiality, while it threatened Mr. Prestwich with ruin. These and other statements to the same effect were also made by Mr. Prestwich in writing, in a letter dated the 2nd February last, of which a copy is appended. The Lieutenant-Governor saw Mr. Eden on the subject, and learnt from him that there were differences between Mr. Prestwich and some of his Ryots, which threatened the public peace, but that it was probable that a verbal explanation might remove most of the causes of difference and place matters on a satisfactory footing. Mr. Eden readily consented to meet Mr. Prestwich and Mr. Goodenough, and discuss the subject in my presence.

Accordingly a meeting was arranged, and at this meeting it was plainly shown that Mr. Eden's conduct had been strictly legal, though it appeared to His Honor that he betrayed some prejudice against the system

of Indigo Planting. It was certain, however, that Mr. Prestwich had looked to Mr. Eden for such assistance as Mr. Eden could not justly or legally afford, and that he was by no means fully informed as to his own legal rights as a Planter, or as to the true limits of the Magistrate's jurisdiction. Indeed it was evident that much of Mr. Prestwich's irritation proceeded from a misunderstanding on these points, and was moderated when the subject was more fully explained to him.

Ultimately Mr. Prestwich receded from much of what he had at first desired to demand, and he made a proposition which the Lieutenant-Governor thought Mr. Eden, for the sake of peace and good understanding in his District, might fairly accede to. Mr. Prestwich was therefore requested to put his proposition into writing, and Mr. Eden undertook to assent to it if expressed as he anticipated.

Mr. Prestwich's agents afterwards addressed His Honor requesting that Mr. Eden might be "instructed to use his influence with the Ryots of the Chowrassee and Ookrah Pergunnahs to induce them to come into the factory to compare the balances of their accounts for the operations of the past season," he himself engaging on his part to "use no coercive measures to force them to take fresh advances for the ensuing year," if they should do so.

As this exactly accorded with the verbal proposition above alluded to, and at the same time appeared to be perfectly fair and reasonable, while it was stated that an assent to it would cause most of the differences between Mr. Prestwich and his Ryots to cease, His Honor caused it to be intimated to Mr. Eden, through his Private Secretary, that although he was under no legal obligation to interfere in the way proposed, His Honor thought that he might unobjectionably do what was asked for the general benefit of the parties concerned.

"If the Ryots should seek your advice," it was observed, "you should take care that they are under no misunderst anding as to their lawful rights, and you should adopt full precautions to ensure them from any force or coercion as to new advances, or on any other account whatever."

Mr. Prestwich now complains that Mr. Eden has not fairly acted up to his implied agreement, and has submitted another complaint to that effect, together with his correspondence with Mr. Commissioner Grote referred to in the margin. But the roobokarree alluded to by Mr. Prest-

Mr. Prestwich's letter, dated 16th March, 1859.
Mr. Grote's letter, No. 44, dated 17th ditto.
Mr. Prestwich's letter, dated 21st ditto.
Mr. Grote's letter, No. 56Ct., dated 6th April.

wich, which is essential to a right understanding of the case, has not been received.

I am desired therefore to request that you will be so good as to forward to this Office, at your earliest convenience, a copy and translation of the document in question with any remarks which you or Mr. Eden may desire to make on the subject.

From J. H. YOUNG, ESQ., Officiating Commissioner of the Nuddea Division, to A. R. YOUNG, ESQ., Secretary to the Government of Bengal,—(No. 88Ct., dated the 29th April 1859.)

SIR,

I HAVE the honor to acknowledge the receipt of your letter No. 2644, of the 23rd instant, on the subject of the complaint made by Mr. Prestwich, the owner of an Indigo Concern in Zillah Baraset, against Mr. Eden, the Joint Magistrate of that District.

2. I beg to enclose, as requested, a copy and translation of the roobokarree written by Mr. Eden, which forms the ground-work of Mr. Prestwich's complaint.

3. I have not thought it necessary to call upon Mr. Eden for any further explanation at present, as I quite concur with Mr. Grote in the opinion he has formed and stated in his letter to Mr. Prestwich, No. 56 Ct., of the 6th instant, which is before Government, that that gentleman has failed to make out any case calling for the interference of the Commissioner or for representation to Government.

4. Should, however, the Lieutenant-Governor take a different view of the matter, perhaps he will allow Mr. Eden an opportunity of explaining.

Translation of the Roobokarree held by the Joint Magistrate of Baraset, under date the 20th February 1859.

THE Agent of the Hobrah Concern, in the District of Baraset having among other complaints represented to His Honor the Lieutenant-Governor of Bengal that the Ryots of Ookrah and Chowrassee have wickedly combined not to sow Indigo, the only demand that was admitted against them after various discussions is that they did not settle their accounts. The Agent agreed not to exercise any oppression whatever on them, and the Lieutenant-Governor

accordingly ordered the Joint Magistrate to summon the Ryots and explain to them that they should go to the factory in order to settle their accounts, to receive their dues if creditor, or to pay their debts if debtor, and to take advances for sowing Indigo if they are willing to do so; that if they are unwilling to sow Indigo, the Agent cannot by force give them advances; that where they have their own land they have power to make any cultivation they like on it, and that he has been directed to employ an Amlah to see that no oppression whatever is practised until the accounts are adjusted. Accordingly, the Joint Magistrate summoned the Ryots. Mokin Mundle, of Ookrah, and Shib Chunder Chatterjee, Ameer Biswas and others, of Chowrassee, appearing before him in the presence of Ramkanyi Ghosal, Mooktear of the Factory, he explained to them the above orders. The Ryots all agreed to abide by these orders, but Shib Chunder Chatterjee and some other Ryots said that it is probable that the Agent of the Factory will execute the false decrees which he has obtained against them in other Districts, seize them when they will go to the Factory to settle the accounts, and put them to pains in order to make them submit. On this ground they prayed that some measures be taken to prevent such acts; since the Ryots will go to the Factory according to the instructions of the Joint Magistrate, they cannot be seized by any other Adawlut till they return home from the Factory.

ORDERED, that a Perwannah be issued to Juggobundoo Mitter, Mohurir of the Hobrah Thannah, to the effect that he shall attend the Factory whilst the Ryots are engaged there to adjust their accounts, and see that the Agent does not force them by oppression to do anything; that there be no hindrance to the Ryots acting in Indigo matters according to their own will, and that the unwilling Ryots do not dissuade the willing Ryots from sowing Indigo. That he be informed that the Ryots will go to the Factory in the jurisdiction of which they live, and that he will have to attend the Factory where his presence is required by the Ryots, and to act as directed above. That he will, moreover, see that they are not seized in execution of a decree of any other Courts when they go to the Factory to close their accounts, and until they return home from thence. That two Perwannahs be written similar to that which will be written to the Mohurir, one to be given to Mokin Mundle, of Ookrah, and the other to Ameer Biswas, of Chowrassee.

From A. R. YOUNG, ESQ., Secretary to the Government of Bengal, to E. PRESTWICH, ESQ.—(No. 3066, dated Fort William, the 13th May 1859.)

SIR,

I AM directed to acknowledge the receipt of your letter, dated the 15th April last, representing the difficulties experienced by you in one of your Indigo Concerns in the Baraset District, and complaining against certain proceedings of Mr. Eden, the Joint Magistrate of that District, which, in your opinion, have caused those difficulties.

2. The late Lieutenant-Governor has placed on record a Minute detailing the circumstances connected with the interviews with him to which you refer, at the last of which Mr. Eden was present.

3. Mr. Halliday has observed that at this meeting it was plainly shown that Mr. Eden's conduct had been strictly legal, and that it was evident you had looked to Mr. Eden for such assistance as he could not justly or legally afford. The result of the interview was that you were requested to put in writing a proposition which you had made, and to which Mr. Halliday thought Mr. Eden might, for the sake of peace and good understanding in his District, fairly accede.

4. This proposition was accordingly submitted in writing by your agent, and was to the effect that Mr. Eden might be "instructed to use his influence with the Ryots of the Chowrassee and Ookrah Pergunnahs to induce them to come into your factory to compare the balances of their accounts for the operations of the past season," your Agent engaging, on your part, to "use no coercive measures to force them to take fresh advances for the ensuing year."

5. On receipt of this communication Mr. Halliday caused it to be intimated to Mr. Eden through his Private Secretary, that although he was under no legal obligation to interfere in the way proposed, he (Mr. Halliday) thought that he might unobjectionably do what was asked for the general benefit of the parties concerned. "If the Ryots should seek your advice," it was observed, "you should take care that they are under no misunderstanding as to their lawful rights, and you should adopt full precautions to ensure them from force or coercion as to new advances, or on any other account whatever."

6. In your letter under reply, you complained that Mr. Eden had not fairly carried out the proposed arrangement, but, on the contrary, had proceeded in a manner calculated to widen the breach between your

factory people and the Ryots, as was evidenced, more particularly, by the wording of a certain roobokarree in which Mr. Eden was alleged to have "taken every possible advantage of his position still further to complicate the business."

7. As the document alluded to did not accompany your letter, a copy of it was called for from the Commissioner, and has been submitted with the rest of the papers for the consideration of the Lieutenant-Governor, whose remarks on the case I am now desired to communicate to you.

8. The Lieutenant-Governor is of opinion that you have failed to make out any case against Mr. Eden, for whose removal you have now for the second time petitioned.

9. Mr. Eden's roobokarree of the 20th February above referred to, of which you complain as being "much in the same spirit" with certain verbal statements, alleged to have been made by Mr. Eden in open Court, has been examined by the Lieutenant-Governor. His Honor sees nothing in this paper to support your complaint, the only tangible point of which is that Mr. Eden encourages a combination, which the Ryots of certain Pergunnahs in the Baraset District are said to have entered into, not to contract to sow Indigo to be sold to you on the terms offered by your agent. Considering the position of Mr. Eden at the time, and that this roobokarree was written in the execution of the very difficult task of mediating in an official capacity but with no official authority, in the matter of a negociation with which he had no concern, (a position for which he was not responsible, and which had been brought about at the written request of your Manager, made with your consent), it appears to His Honor that there is nothing in the roobokarree inconsistent with substantial as well as with apparent impartiality. Mr. Eden ordered the Thannah Mohurir to see that the unwilling Ryots did not persuade the willing Ryots not to sow Indigo; and he explained to all the Ryots that they should go to the factory to settle their accounts, and to receive and pay their balances, which is exactly what you had asked him to do. He could not have gone further with propriety; and he could not have gone so far with propriety if he had not simultaneously explained that it is was optional with the Ryots to contract or not, and that a Ryot having his own land is free to cultivate thereon whatever suits him best. The order to the Mohurir to attend with the Ryots at the factory, and to see that they were allowed to go home safe again, was nothing more than providing for the fulfilment of your part of the engagement, to use no

coercive measures on the occasion to force the Ryots to contract again; and that order was called forth in consequence of certain fears expressed by some of the Ryots when they agreed to do as Mr. Eden advised.

10. Whether the interference of a District Magistrate in this affair between two discordant parties, neither of whom can be forced to do what it does not suit him to do, exercised with all that impartiality in form and substance without which any such interference would have been highly reprehensible, was a proceeding likely to promote your objects in your difference with the Ryots, was a question for you to have considered before you instructed your Agent to write his letter of the 4th February. Mr. Eden cannot be made responsible for the result.

11. The Lieutenant-Governor sees no reason to doubt that in this, as in all other cases, Mr. Eden will be as ready to do what he can to check unlawful conspiracy, and resort to intimidation on the part of unwilling Ryots, as he would be to check unlawful coercion on the part of a Planter. Mr. Eden will now be instructed to avoid all interference between you and these Ryots, though he will always be ready to explain to both parties, that it will be his duty to check either party who may step beyond his lawful rights.

12. The Lieutenant-Governor is sorry that it is out of the power of Government or of its Officers to assist you in this affair. But it is manifest that the only legitimate course is to make it for the Ryots' interests to consent to cultivate Indigo for you, and to make them see that it is so. The Government Officers must leave both parties freely to make their own bargains, as may best suit their own interests, neither encouraging nor discouraging one sort of cultivation more than another.

13. A copy of this communication will be forwarded to Mr. Eden, for his information and guidance.

No. 3067.

COPY forwarded to the Officiating Commissioner of the Nuddea Division for his information, and for communication to Mr. Eden.

From E. PRESTWICH, ESQ., to A. R. YOUNG, ESQ., Secretary to the Government of Bengal,—(dated the 22nd July 1859.)

SIR,

I HAVE the honor to acknowledge receipt of your letter of the 13th May, on the subject of His Honor the Lieutenant-Governor's decision in the matter of my complaint against the Honorable A. Eden, Magistrate of Baraset.

I have now to request that you will be so good as to furnish me with copies of all Mr. Eden's letters to the several Authorities on the subject, for my information and guidance.

From A. R. YOUNG, ESQ., Secretary to the Government of Bengal, to E. PRESTWICH, ESQ.,—(No. 4812, dated Fort William, the 3rd August 1859.)

SIR,

I AM directed to acknowledge the receipt of your letter dated the 22nd ultimo, and in reply to inform you that your complaint against Mr. Eden, the Joint Magistrate of Baraset, was sufficiently disposed of by my letter No. 3066, dated the 13th May last; and that the Lieutenant-Governor considers it unnecessary to furnish you with any further papers on the subject.

No. VIII.

From the Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal,—(No. 74 Ct., dated Allipore, the 15th April 1859.)

SIR,

I beg to lay before Government the enclosed original correspondence between the Joint Magistrate of Baraset and myself, and to request the favor of His Honor the Lieut. Governor's informing me whether the spirit of my instructions as to the use to be made of the Police in dealing with Indigo disputes is approved of:—my reasons for making this reference will be found in the concluding para. of my letter of this date to the Joint Magistrate.

From Mr. Larmour, No. 132, dated 8th March 1858, with enclosure.
To Jt. Mag. of Bar. No. 33, Ct. dated 11th ditto ditto.
From Jt. Mag. of Bar. No. 133, dated 17th ditto ditto.
To Do. No. 58, Ct. 28th ditto.
From Do. No. 203, dated 6th April 1858.
To Do. No. 59, dated 12th ditto.
From Mr. Larmour, dated 23rd ditto.
To Jt. Mag. of Bar. No. 81, dated 26th ditto.
To Mr. Larmour, No. 42, dated 26th ditto.
From Jt. Mag. of Bar. No. 286, dated 29th ditto.
From Mr. Larmour, No. 241, dated 30th ditto.
To Jt. Mag. of Bar. No. 95, dated 6th May 1858.
To Mr. Larmour, No. 55, dated 8th May 1858.
To Jt. Mag. of Bar. No. 90, Ct. dated 15th April 1859.
From Do. No. 319, dated 6th April 1859.

2. As allusion is made by Mr. Eden to an order of mine which issued last year, and which is incorrectly termed *an order to assist Mr. Larmour*, I think it right to send all the correspondence in original for perusal if necessary. It will be seen that I had then as now to instruct Mr. Eden to amend an order to the Police Darogah, which I regarded as an improper one.

From R. T. LARMOUR, ESQ., General Mofussil Manager for B. I. Company, to the Commissioner of the Nuddea Division,—(No. 132, dated the 8th March 1858.)

SIR,

I HAVE the honor to state that, having received injustice at the hands of the Joint Magistrate of Baraset, I lay the matter before you.

I took an izarah of Charghat for six years, giving to the Zemindar an advance of Rupees 4,000 as paisgee, and an ikrar to the effect that

I would measure and settle the villages, the Zemindar giving me full power to do so.

On my commencing the measurement the Ryots complained to Mr. Eden. He put a stop to my measuring, and called upon me to furnish him with Law and Regulation to show I had legal right to measure. I did so as per annexed *kyfeut*, on receipt of which he passed no order. I then addressed him an English letter, copy of which is attached. You will observe by his reply that I had no chance of getting my Indigo lands cultivated or sown this season, unless I would forego the measurement of the villages which I had every right to do.

I consider Mr. Eden's style and conduct arbitrary and unjust. He has closed the case without passing an order that I had no right to measure. I have been forced to break through my engagement with the Zemindar or lose my Indigo season, and after the patting on the back the Ryots have had from the Magistrate, they will not be disposed to act fairly towards me.

From R. T. LARMOUR, ESQ., General Mofussil Manager for B. I. Company, to the Joint Magistrate of Barasct,—(No. 48, dated the 29th January 1858.)

SIR,

AGREEABLY to your order dated 16th instant, I had the honor to forward a *kyfeut* regarding my proposed measurement of Taruff Charghat held in izarah by this concern. I beg to bring to your notice that since you issued an order putting a stop to my measuring the villages, the Ryots taking advantage of this order have put a stop to my Indigo cultivation, and refuse to carry out their Indigo engagements. Feeling certain that your intention was not to injure me in this respect, I now address you, with the hope that you will convey to your Police instructions to protect my servants in carrying out their duties in superintending the Indigo lands. Hitherto we have never had any difference with the Ryots of Charghat, and the present difficulty has arisen solely from my wish to fulfil my engagement with the Zemindars. The Ryots of this part of the country are only too ready to take advantage of an order which would appear to protect them in not fulfilling their Indigo contracts.

From the HON'BLE A. EDEN, Joint Magistrate of Baraset, to R. T. LARMOUR, Esq., General Mofussil Manager for Bengal Indigo Company,—(dated the 1st February 1858.)

SIR,

I DO not think that you have any authority to measure lands: Zemindars and landholders are authorized to do this by Regulation VII. of 1799, but I see nothing to authorize an under-farmer to measure. That Regulation also requires that all abuse or unjust exercise of their powers is to be checked. I tell you fairly that I cannot support you in this measurement. I have made inquiries before coming to this decision from men experienced in the management of Mofussil estates, and have been assured by them that it is quite contrary to custom for an under-farmer to measure.

However, I should be very sorry if my decision was to lead to any loss in Indigo to the concern. I am assured by the Ryots that they will sow Indigo as usual, or even more than usual, if you desist from the measurement. Your object and profession is to manufacture Indigo, and if you take my advice you will desist from the measurement and come to an amicable arrangement with the Ryots, in which I shall be happy to assist you. If this is done, you will be able to get a good crop of Indigo and satisfy your Ryots. I am quite aware what a troublesome set the Mussulman Ryots are about there, but in this case I think they are in the right. Ex-judicially I will assist you as I have done Mr. Hampton in getting the Ryots to fulfil their engagement's, and this I will set about as soon as I hear from you that you don't intend to measure.

If you do measure there will be a breach of the peace, for which I shall of course, after the warning I have given, consider you responsible.

From R. T. LARMOUR, Esq., General Mofussil Manager for B. I. Company, to the Joint Magistrate of Baraset,—(No. 59, dated the 3rd February 1858.)

SIR,

I LOSE no time in replying to your letter of 1st instant, received this morning. I have no intention or wish to press the measurement of Dhee Charghat, if my doing so is illegal. It was one of the conditions of my *kubooleut* to the Zemindar that I would measure and settle the "jummabundees." Your passing an order to the effect that I have no right to measure will clear me with the Zemindar. I have no

other difference with the Ryots. The object of my letter was to beg of you not to allow your order to stop the measurement of the villages to be taken advantage of by the Ryots to evade their Indigo engagements, and if you will do me the favor to pass an order on your Darogah to say I will not measure the villages, and that he is to protect me in my Indigo engagement, I think this is all that is necessary. You may rest satisfied that in no instance will I ever do what will cause a breach of the peace. I have invariably appealed to the Authorities where disputes have arisen throughout the Bengal Indigo Company's Concerns, and with many thanks for your offer of assistance in the Charghat matter,—

From A. GROTE, ESQ., Commissioner of the Nuddea Division, to the Joint Magistrate of Baraset,—(No. 33 Ct., dated the 11th March 1858.)

SIR,

I BEG to hand you for report copy of a letter No. 132, dated 8th instant, from Mr. Larmour, complaining of your interference with him in the exercise of his just rights as farmer of the Charghat lands.

2. I have seen your letter to him of the 1st, and am disposed to question the legality of your proceedings, the record of which you are requested to submit with your reply.

From the HON'BLE A. EDEN, Officiating Joint Magistrate of Baraset, to the Commissioner of the Nuddea Division,—(No. 133, dated the 17th March, 1858.)

SIR,

I HAVE the honor to acknowledge the receipt of your letter No. 33, of the 11th instant, forwarding copy of a letter No. 132, of the 8th March 1858, from Mr. Larmour to your address.

2. I am perfectly astonished, not only at the subject of Mr. Larmour's letter, but at the ungentlemanlike language he has presumed to apply to my proceedings.

3. The facts of the case are these. The *Putneedar* of Charghat being unable to grind his Ryots by increasing their rents, applied to Mr. Larmour, as a man experienced in the management of recusant Ryots, to take an izara permitting him to measure with a view to increase the rents.

4. Mr. Larmour has produced no *ikrar* in my Court to the effect that he *was bound* to measure ; the *kubooleut* merely stated that the Putneedar would *permit* him to measure. This is a form meaning nothing, and invariably inserted but never acted on.

5. The matter was first brought to my notice by a rumour that the Ryots were combining to resist Mr. Larmour in measuring their lands, and that they were much excited in consequence of his having announced his intention of doing so ; the Ryots then came to complain of oppression on the part of Mr. Larmour and his Ameens, &c. I called upon Mr. Larmour for a *kyfeut* as to the Law under which he was acting. He gave a *kyfeut* stating that he wanted to measure, but the Ryots were resisting his right, but did not answer my question. Another *kyfeut* was therefore called for. He replied 1st, under Regulations VII., 1799, Section XV., paragraph 8, but this, in my opinion, applies only to Zemindars, Putneedars, and Sudder Farmers, not to an under-holder of the second degree like Mr. Larmour.

6. The decisions of the Dewany Adawlut distinctly rule that a Zemindar cannot transfer his rights of sale to an Izaradar, and I cannot find any ruling that he can transfer the rights of measuring. As regards Mr. Larmour's objection that the *Gazette* of the 1st December 1857 contains a provision for measurement by under-holders, I think the absurdity of a man quoting an unpassed Act as authorizing him to do anything makes any further reply on this head unnecessary, but I may as well state that, even if it was passed into Law, it only provides for Zemindars instituting suits to measure in cases in which their Ryots resist the right.

7. But even, for the sake of argument, assuming that the Putneedar is able to transfer his rights of measurement to Mr. Larmour, I must observe that, by an injunction of the Judge of Nuddea filed with the case, the Zemindar of Charghat is prevented from measuring Charghat on the grounds that it had already been completely measured, and that further measurement was illegal. This at once clenches the question ; but even assuming also that there was no such decision, or that it has not the effect I attribute to it, I must protest against Mr. Larmour's appealing against my order, saying nothing of the language he has applied to me in making that appeal ; first, if Mr. Larmour wished to appeal against my order he should have done so as directed by the Regulations on stamped paper within one month to the Sessions Judge, and not to

the Commissioner, to whom I respectfully submit no appeal lies in such matters. In the second place, the case was settled amicably at Mr. Larmour's own request, as shown in his letter of the 3rd February. He says " I have no intention or wish to press the measurement of Dhee Charghat, if my doing so is illegal. It was one of the conditions of my *kubooleut*" (which however it was not); " your passing an order to the effect that I have no right to measure will clear me with the Zemindar." " If you will do me the favor to pass an order on your Darogah to say I will not measure the villages, and that he is to protect me in my Indigo engagements, I think this is all that is necessary, and with many thanks for your offer of assistance in the Charghat matter, I am, &c." Now it is hard to believe that the same individual who wrote this letter should write on my acting on this letter that my style and conduct were arbitrary and unjust. I issued the order, you will see, dated the 5th of February exactly in accordance with what Mr. Larmour proposes on the 3rd February. He never objects; the Ryots consent to sow their Indigo and take a note to him from me, in which I told him that his principal Ryots had been to me and said that they did not wish to get out of the Indigo engagements. They were willing to sow as in previous years since he gave up the question of measurement. This he agreed to; they then took their advances. When he has got the Ryots into the snare, and got them to take advances at my instigation made on his promises, he turns round upon them and me, and makes the false and malicious statements that are contained in his letter to you. You will see by the statement of his Mooktear and the letter of instructions that he produces from his master, that Mr. Larmour was quite willing to make this settlement out of Court; that he was furnished with a copy of my order two days after, although he now says I never gave one. It is impossible to believe that he can have been in perfect possession of his senses when he wrote two such very opposite letters, one thanking me for my offer of assistance, the other charging me with arbitrary and unjust conduct and style for rendering that very assistance; what he means by style I cannot say, unless he expected me to carry out his policy of ruining the Ryots for the benefit of the Planter. If, as he says, I had " patted the *Ryots on the back*;" he knows very well that they would not have sowed one beegah of Indigo. I on the contrary called them together and told them that it would only ruin them fighting; that they had better settle the matter amicably. They then agreed to sow on condition the measure-

ment was given up, and this both parties consented to, and there has been no disturbance. If Mr. Larmour had persisted in his measurement, he could have sown no Indigo, and there would have been a most serious breach of the peace, which there will be now if measurement is ordered.

8. If Mr. Larmour will specify how the Ryots acted unfairly towards him I will soon put the matter right, as they promised me to act fairly, and I feel sure they will do so; they refuse to go to Mr. Larmour's factory, as they say that they will be imprisoned by him for complaining to me, but if he treats them with fairness they will do the the same to him.

9. It is only by settling matters in this way that the Ryots of this District can be kept quiet. I would call your attention to the present position of the Baraset Indigo Concern as regards the Ryots. Since I have settled all their disputes amicably, there is not a single complaint or case in Court what was the case before.

10. I took particular pains before doing anything in this case to discover if such a thing was known in this part of the world as an Izaradar measuring. The answer from all European and Native Zemindars and Ryots was that it was quite unknown. Observe what Mr. Larmour's own Mooktear says on the subject.

From A. GROTE, ESQ., Commissioner of the Nuddea Division, to the Joint Magistrate of Baraset,—(No. 58 Ct., dated the 28th March 1858.)

SIR,

I HAVE the honor to acknowledge the receipt of your letter No. 133, dated the 17th instant, with the Native record of the Charghat case, which I now return.

2. I should have preferred that this letter had generally been in a more moderate tone, which I must point out that you are quite wrong in supposing that Mr. Larmour was out of order in laying his complaint before me. I do not find in the proceedings any judicial order of yours which admitted of being carried in appeal by Mr. Larmour before the Sessions Judge.

3. The objections of the Ryots to you in the first instance were directed against the *russee* of the fifty-two guj with which Mr. Larmour's Ameens were about to measure the village. They represented that the proper length of the *russee* was fifty-five guj, and that this had

been ruled in the Civil Court so long ago as 1812. The prayer of the petition is not to stop the measurement, but to prevent the oppressive levy of *atwals*, the selection of the best lands for Indigo, and any infringement of the declaratory decision of the Judge in 1812. You had not, in my opinion, any right to order the Darogah to stop the measurement even as a temporary step, except under the apprehension of a most, serious affray impending. There is nothing to warrant such an apprehension in the record, but your demi-official note to Mr. Larmour submitted by him shows that you entertained it, and on your expressing your fears, Mr. Larmour considerately, as I think, withdrew his Ameens in deference to your opinion. But as your order seemed to put him in the wrong in attempting to measure, he prayed for another order from you of a counteracting tendency; and this you gave him on the 3rd instant.

4. Believing himself, however, to be in the right as to his power to measure the village under the terms of his lease, Mr. Larmour places the case before me, and complains of having been dealt with arbitrarily and unjustly. I do not find anything in his letter which justifies your applying to it the term of ungentlemanlike language. He thought that his rights as Durputneedar of the village had been unnecessarily interfered with by the Executive.

5. On the general question as to whether an under-tenant has the right, or can be vested with the right, of measuring the lands of his tenure, I think you are wrong. I am not aware of any authoritative ruling on the point, nor can I remember a case in which the right has been contested. Such measurements certainly are made, and the struggle between Talookdar and Ryots generally commences with the proceedings founded by the former in such measurement.

6. The construction No. 461 does not seem to me to bear on the question of a Zemindar's power to delegate to his tenant his own undoubted right to measure. This right vests in the tenant by virtue of his lease of the ordinary terms equally with the right to distrain and sue summarily, but a condition may be entered in the lease *debarring* him from exercising the right to measure. It is however for the Civil Court to decide on all questions of this kind raised between the parties concerned.

7. I give you credit for the pains which you mention your having taken to settle amicably disputes between Indigo factories and the

cultivators; but in all such cases it is necessary to examine well the origin of the dispute, and to take care that neither party obtains Police support in encroaching on the just rights of the other.

From the Hon'ble A. Eden, Officiating Joint Magistrate of Baraset, to the Commissioner of Circuit, Nuddea Division,—(No. 203, dated the 6th April 1858.)

Sir,

I have the honor to acknowledge the receipt of your letter No. 58Ct., of the 28th ultimo, forwarding the Charghat case. I much regret that you consider the tone of my letter immoderate, but it was written under, what I must still term, great provocation.

2. An Indigo Planter, because I endeavour to check the oppression of his subordinates, after having agreed to my proposal for an amicable settlement, and thanked me for my offers of assistance, writes to complain to you of my conduct as arbitrary and unjust, and states, what, however, is distinctly untrue, that I had passed no order in the case, although, as I before stated, he had been furnished with a copy of my order to which he made no remonstrance for nearly a month, and then without saying anything to me or presenting any petition of appeal in the usual way, writes a letter containing the strongest charge that can be made against a judicial officer, *viz.* injustice. I think this furnishes me with ample cause of complaint.

3. If Mr. Larmour disapproved of my proposal, why did he not object to me before I passed the order, or why did he not in any way remonstrate with me with a view to my modifying the order; why did he write to me approving of, and consenting to, my proposition and thanking me for my offer of assistance? At his request I persuaded the Ryots to settle the quarrel and sow Indigo, and on my representations they agreed to sow Indigo and remain on amicable terms with the concern. When he has got them under his thumb, he turns round and wants to renounce his share in the agreement.

4. You state in the third paragraph that the Ryots' objections were not against the actual measurement, but against the length of the measuring rope. I am afraid that the petition has not been clearly laid before you, for I find in three places that there is a distinct statement that the Ryots deny Mr. Larmour's right to measure and object to his measurement, but independently of this written petition, I must inform you that the

Ryots came to me in a body and followed me into the Mofussil, from place to place, and their continual petition to me was that the measurement might be prevented.

5. You also inform me that I had "no right to stop the measurement, even as a temporary measure, except under the apprehension of a most serious affray impending." You continue to say that "there is nothing to warrant such an apprehension in the record, although my demi-official note to Mr. Larmour, submitted by him, shows that I entertained it." To this I must reply that I was convinced, and am now fully convinced, that if measurement is persisted in there will be one of the most serious affrays that ever took place in Bengal. This, I think, Mr. Larmour will himself admit. Charghat contains several thousand Mussulman * inhabitants, all banded together to prevent any interference with their rights, real or supposed. They are nearly all rich men, and the question of measurement is one in which they are particularly sore, and without the assistance of the Police, Mr. Larmour could not measure. The Police must be guided by the decision of the Civil Court; the Civil Court has distinctly ruled that no jummabundee or measurement can be made of Charghat without the orders of the Court, and until this decision is overruled, I apprehend that there is no option as to abiding by it. If I was to wait until a formal complaint of likelihood of a breach of the peace was made, the District would be soon thoroughly disorganized. That the breach of the peace was impending between Mr. Larmour and his Ryots on the question of measurement was known to me for months before any actual collision took place, and it was the talk of the whole District, and his right was frequently discussed.

* Ferazees.

Nuddea Judge, 1812.

6. As you say there is no authoritative ruling on the point of the general question of measurement, when this is the case, we can only decide by looking at the custom which obtains in a District; in this District it is not the custom for Durputneedars to measure. If the Putneedar thinks he has a right to measure, (which by the Judge's decision he has not in Charghat,) why did he give Mr. Larmour a lease of these lands: for the mere purpose of getting them measured? Knowing Mr. Larmour to be an influential man, he thought his influence over the Ryots would be such that he could do this without the question being raised. Mr. Larmour wanted the lease for a few years, and the only way

h could get it was by consenting to try and measure, and this is the whole cause of the present dispute. What advantage is it to Mr. Larmour to increase the rents ?—he is only a holder for a short time. He could not get the lease without undertaking to measure, and thus entered into the views of the Putneedar.

7. I cannot agree that the right of distraint and suing for rents is on precisely the same footing as the right to measure, for as you say, a prohibitory clause may be entered in a lease as regards measurement ; lest this could not be done as regards distraints and summary suits, the same rule will not therefore, I think apply to them.

8. But the whole argument of your letter and of Mr. Larmour's complaint appear to be founded on the assumption that I issued prohibitory orders on Mr. Larmour as regards measurement, but this is not the case. No such order was issued. My order merely states that Mr. Larmour having *voluntarily* given up the question of measurement, the Darogah is to inform the Ryots of this, and tell them to fulfil all their engagements for Indigo.

9. What I objected to, and what I confidently expected you to obtain me redress for, was the terms Mr. Larmour had seen fit to apply to me, —"arbitrary and unjust." I had no other way of obtaining redress than through you, and I again respectfully submit to you that, even throwing aside the whole facts of the case, and supposing for the sake of mere argument that I had given the order which it is wrongly assumed that I did give, and that this order would have been illegal, am I to be accused of injustice and arbitrary conduct because I gave a decision contrary to the interests of a European ? The most that could be said would be that I had taken a mistaken view of the Law. What are the Ryots to me, or what is Mr. Larmour to me, that I should act unjustly ? I never saw either one or the other of them till this case commenced. It is always the case here. If you decide in favor of a Planter, the Ryots go down to Calcutta, as they frequently have down here, and accuse you of being prejudiced in favor of the European ; if you decide in favor of the Ryot, the European accuses you of having "patted his Ryots on the back" and instigated them to resist him ; if one was to act up to the letter of the Law, there would not be one beegah of Indigo in Lower Bengal ; this, I presume, even Mr. Larmour will admit.

10. I may add that I have daily complaints of the oppression of Mr. Larmour, and receipts have been produced in my Court granted

by him for illegal *ababs*. I have requested Mr. Mackenzie, to inquire into the charges, as they are near his Sub-Division. I trust you will excuse my replying to your orders in the case. I have no objection to a fair appeal against any of my orders, but I think no Magistrate should submit to have the epithet of "unjust" applied to his proceedings every time he decides a case against a European without remonstrance.

From A. GROTE, Esq., Commissioner of the Nuddea Division, to the Joint Magistrate of Baraset,—(No. 59, dated the 12th April, 1858.)

SIR,

IN reply to your letter No. 203, dated the 6th instant, I will not trouble you to send again the Native record of the Charghat case, but I am confident that you will find the prayer of the Ryots' petition correctly translated in the 3rd paragraph of my letter. The text very likely objects to any measurement, but it was not the object of the petition that you had to deal with. The Court's order too of 1812 will not bear the meaning which you have put on it, *viz.*, that of a permanent interdict of all measurement of Charghat.

2. A District Magistrate has a difficult part to play, no doubt, in all cases of dispute such as the present one. If a landholder has a right to measure or to send for a tenant, or to distrain, he has an equal right to the protection of the Police in doing so, and if he be dissuaded from exercising his right by apprehension of a disturbance he has certainly grounds to complain of the inefficiency of the Police Authorities.

3. On the other hand, it is too well known that landholders will often exceed the powers which the Law gives them, and the Ryots should then be able to reckon on the assistance of the Police in opposing all illegal demands. It is easy to say that all a Magistrate has to do in either case is to prevent a breach of the peace, but the result of the dispute must depend immensely on the discretion with which he acts. If he espouses the wrong side, he must do injustice, and is not certain of succeeding in his object; if he fortunately espouses the right one, he, in nine cases out of ten, terminates the quarrel.

4. You are the best judge, of course, of the grounds on which you acted in this case. The opinion which I conveyed to you, and to which

I must adhere, was formed only on the contents of the record and correspondence which were before me.

5. I do not lay the stress on the language of Mr. Larmour's complaint which you appear to do. Every order appealed from is considered imposed by the appellant, and is described as such in ordinary appeal petitions. Your supposition that this expression was used because you have in this case decided against an European is altogether unwarranted.

6. Should there still be serious apprehensions of a disturbance at Charghat, you should send out a portion of your Police Corps to be under the Darogah's and Mr. Mackenzie's orders.

From A. GROTE, ESQ., Commissioner of the Nuddea Division, to the Joint Magistrate of Baraset,—(No. 81, dated 26th April 1858.)

SIR,

ANNEXED is copy of my reply to another letter of strong remonstrance against your proceedings in the Charghat case, which has been made to me by Mr. Larmour. Referring to your remarks on this case in your Quarterly Report, I request that you will send me copy of Mr. Mackenzie's letter. I cannot, at this distance, say whether your call on Mr. Larmour for a further *kyfeut* was necessary. In all cases of such disputes, a clear statement of his object from the landholder is certainly the first requisite, but Mr. Larmour, I thought, had furnished you with one some time back. Unless you have good reasons for doubting the correctness of Mr. Mackenzie's conclusions, you should, I think, accept them and be guided accordingly.

From R. T. LARMOUR, ESQ., General Mofussil Manager for B. I. Company, to the Commissioner of the Nuddea Division,—(dated the 23rd April 1858.)

SIR,

I REGRET being again obliged to address you on the subject of the prejudiced proceedings of the Joint Magistrate of Baraset.

On my appealing to you regarding the illegal orders passed previous to 8th March, the Ryots of Charghat presented a petition complaining of oppression on my part towards them. An order was passed on the Assistant Magistrate of Kallarooah to investigate and report. A few day

after this order had been issued, two of the Ryots petitioned that the Assistant of Kallarooah should not investigate, and an order immediately passed for the inquiry to be conducted by the Native Deputy Magistrate of Baraset. Before this last order could reach the Assistant Magistrate of Kallarooah, he had been over the villages of Charghat, held his investigation and sent in his Report now a fortnight since, and up to date no order has been passed: but this morning I received a perwannah from the Baraset Court, calling upon me for a *kyfeut* on a petition presented by the Ryots on 20th instant, charging me with the intention of committing oppression towards them.

It is quite evident from this that the Joint Magistrate intends to persist in his policy of injustice towards me, and by his prejudiced conduct is giving the Ryots every possible encouragement not to sow their Indigo lands this year; and as the season is so far advanced, I now appeal to you in the hope of immediate redress, and that my case may be transferred to an Officer who will give me justice.

My measurement of the villages was illegally put a stop to in the first instance, and when I appealed to the Magistrate not to encourage the Ryots in breaking through their Indigo engagements, I received a bullying and offensive letter in reply, and am compelled to give a promise not to measure in order to get my Indigo sown. The Joint Magistrate, not satisfied with injuring me in one respect, now shows his determination to ruin my Indigo season if possible, and a reference to his proceedings since my appeal to you on 8th March will satisfy you, I do not complain without just cause; and unless immediate protection is afforded me, the Indigo season will be passed.

Of the Turuff Charghat villages three of them lie in Nuddea Zillah, the Ryots of which have no difference with me, nor have they ever complained of any intention on my part to oppress them in any way.

From A. Grote, Esq., Commissioner of the Nuddea Division, to R. T. Larmour, Esq., General Mofussil Manager for B. I. Company,—(No. 42, dated the 26th April 1858.)

Sir,

I have to acknowledge the receipt of your letter, dated the 23rd instant, and received late last evening, complaining of further proceedings on the part of the Joint Magistrate of Baraset, which you

fear may have the effect of preventing the Charghat Ryots from sowing their Indigo lands.

2. Mr. Eden has informed me in his Quarterly Report dated 21st instant, of the purport of Mr. Mackenzie's letter, to which however objections, he says, had been raised by some of the Ryots. He states that he is now confining himself to preventing any breach of the peace. You refer to his order for calling on you for a *kyfeut* as having been passed on a petition presented by the Ryots on the 20th, the date previous to his Report. Such an order, however, need not necessarily be attended by the consequences which you appear to apprehend.

3. Mr. Eden further mentions that he understood your Mooktear, on putting forward your first complaint, as stating that you wanted to induce the Charghat Ryots to take advances, whereas from Mr. Mackenzie's letter it would seem that advances have already been made. It is probable, I think, that your local Managers, or your Baraset Mooktear, may have been misrepresenting to you the real state of the case. If you have furnished the *kyfeut* called for, a decisive order of some kind will, I should hope, have been passed by the Joint Magistrate.

From the HON'BLE A. EDEN, Joint Magistrate of Baraset, to the Commissioner of the Nuddea Division,—(No. 286, dated the 29th April 1858.)

SIR,

I HAVE the honour to acknowledge the receipt of your letter No. 81, dated 26th instant, with reference to further charges made by Mr. Larmour against my proceedings in the Charghat case. Not having been furnished with a copy of Mr. Larmour's petition, I cannot answer it so fully as I should otherwise have done. As far as I can gather from your reply, Mr. Larmour takes an objection to my having called upon him for a *kyfeut* on a petition having been presented to me by the Charghat Ryots complaining of his oppression. To prove to you that I have acted legally, and merely with a view to keep the peace throughout, I beg to send you the papers of the case.

2. You will perceive that a number of Ryots, as representatives of nearly the whole of the Charghat Ryots, complained against Mr. Larmour. The Deputy Magistrate not having yet taken charge, I requested Mr. Mackenzie to hold an investigation. Before he went there the Ryots protested against Mr. Mackenzie's being deputed, as they thought his intimacy with Mr. Larmour would be prejudicial to their interests.

Under ordinary circumstances I should have taken no notice of this petition, but the place being out of Mr. Mackenzie's Sub-Division, and the Deputy Magistrate having just arrived, I thought it better to depute him, as being new to the District, neither party would charge him with prejudice. I directed Mr. Mackenzie not to go to the spot, as the Deputy Magistrate was going; in the mean time he went and held a sort of inquiry, against which the Ryots protest, and I think with some reason, for throwing aside the charges of having beaten the Ryots, &c., his proceedings are very one-sided.

3. He went accompanied by Mr. Raysen, Mr. Larmour's Assistant, and has merely recorded the evidence of a few men, principally Hindoos, who declare that they never heard of any collecting illegal cesses or other oppression. These men are a few Ryots, who to save themselves have joined Mr. Larmour; and it is in their houses that the latteals of Mr. Larmour are said to remain. Now that their statement is partially true, is satisfactorily proved by the fact that receipts for such cesses have been produced in my Court, for such proceedings however the Ryots can obtain redress in the Collector's Court. Mr. Mackenzie has not taken the deposition of a *single* man amongst the Petitioners, or the evidence of any of the Ryots, with the exception of those few who are on the side of the factory. On the strength of such evidence Mr. Mackenzie sums up by saying to plant Indigo is Mr. Lamour's right, as he has given advances. Mr. Mackenzie totally mistakes the rights of the case; if Mr. Larmour has given advances, he has no right to sow the Indigo; it is for the Ryots to sow, he cannot force them; "neither can he sow their lands by means of his own servants, nor has he a right to demand the assistance of the Police for the purpose of compelling the Ryots to fulfil his contract" (Construction No. 385) "Mr.. Larmour's only remedy is in the Civil Court; the Magistrate cannot interfere," (*vide* Construction No. 661.)

(*Vide* Ryots' Petition.

4. Mr. Mackenzie proceeds to recommend that all the Ryots who signed the petition should be fined 20 Rupees each. He appears entirely to forget both the bad policy and the gross illegality of such a proceeding.

5. Being always anxious to assist the Planters in every way in my power, and being unable to do so judicially, it has always been my custom to act in such cases rather as a referee or arbitrator between the parties than as a judicial of-

Mr. Mangles to Commissioner, No. 156, dated 7th March 1856.
Ditto No. 291, dated 19th May 1856.
Ditto No. 376, dated 30th June 1856.
Commissioner to Mr. Mangles, No. 72, dated 4th June 1856.

ficer,—with what success I before pointed out to you; and with reference to this subject, I beg to refer you to a correspondence which took place between you and Mr. Mangles, in which you justly observe, "that, however inadequate the remedies which existing Laws offer to Indigo Planters for breach of contract on the part of Ryots under advance, the Executive is bound to punish any attempt on the part of the former to seek redress more. Disputes have been going on in the Baraset Indigo Concerns for years, but from my having interfered extra-judicially and acted as an arbitrator on first coming here, these disputes are now almost unknown between the Planters and Ryots. It was my intention to settle Mr. Larmour's disputes in the same way; but he petitioned against my proceedings after agreeing to them, and threw the whole question again into confusion.

"6. Mr. Larmour appears to be under the impression that I have given no orders in the case. On the receipt of the last petition from the Ryots, I called upon him as usual for an explanation, *i. e.*, for his version of the story. It is true that I might have ordered an inquiry by the Police, but apprehending that this might further complicate the question and encourage further complaints on the part of the Ryots, I merely sent for a *kyfeut*. To this proceeding Mr. Larmour objects: it is perfectly impossible to please him. Other Planters have requested me, as a particular favor, always to send to them copy of any petitions against them, and call upon them for an explanation; because I follow the same friendly course towards Mr. Larmour, he complains to you of my having induced the Ryots not to sow. In reply to that *kyfeut* he says that the land is his *chattah* land, that is land for which the Ryots have taken advances, but as I said before, Construction 385 entirely disposes of the question of *his* right to sow these lands by means of his own servants. Even, therefore, supposing his explanation to be correct I cannot help him; on the receipt of his *kyfeut* I issued on order which I submit is the only legal one I could give, *viz.*, that the Police should take care that there was no breach of the peace; again in consequence of his sowing shower I have considered it necessary this day to order that the Darogah shall personally remain on the spot and prevent a breach of the peace.

7. I beg to call your most particular attention to the statement I took from Mr. Larmour's Mooktear, as to the instructions he had received and as to his master's wishes. This will prove to you that I have done everything for Mr. Larmour's interest that I legally could do. I was

compelled to adopt the course of questioning the Mooktear, as Mr. Larmour has not condescended to communicate with me in any way. By the Mooktear's statement it will be shown that I have invariably told the Ryots to sow Indigo, and the Mooktear acknowledges that I have given every order that could be given in favor of his client.

8. The Mooktear states that it is his master's present wish that I should re-issue the order I gave in February, yet it was against this order that Mr. Larmour appealed in such unmeasured terms. The Mooktear also wishes that I should act as referee; the Ryots wish this also: it is desirable for both parties that the dispute should be settled, and therefore I am willing to overlook Mr. Larmour's conduct on the previous occasion of my endeavouring to settle his quarrel, and I will act as referee if he will give a written agreement to abide by my decision. If he cannot consent to this, it would be better to refer it to any other Planter or Planters that both sides may agree to.

9. The Ryots are willing to sow, but those who have not taken advances don't wish to do so, but are willing to sow without advances. I have taken the statement of the only Charghat Ryots I could find in Court this morning to enable you to judge of the real cause of dispute. My experience of disputes between Planters and Ryots satisfies me that, in nine cases out of ten, it is not the question of Ryots taking advances and not fulfilling their contracts, but the Ryots refusing to bind themseves to the Factory by taking advances at all that causes the greater portion of these disputes. You will see by the statement of Aristullah that he and the other Petitioners have not taken advances and wont take advances. They are willing, in consideration of Mr. Larmour being their Izaradar, to sow ten cottahs for every plough they possess with Indigo, and to give Mr. Larmour the Indigo without any payment whatever, anything rather than take an advance which would bind them in after years to the factory; he says he has not yet been paid for last year's Indigo, and the Gomashtah refuses to pay him unless he takes advances for Indigo. When advances are not given four bundles of Indigo are taken for the Rupee; each beegah produces on an average twenty-four bundles; the Ryot therefore, supposing him to be paid honestly without any deductions (which however seldom happens), would get six Rupees per beegah; if he sowed the same land with Tobacco he would gain, according to this year's price, sixty-two per beegah, and Tobacco cannot be grown on the land which has already given a crop of Indigo, yet Mr.

Mackenzie thinks they may as well sow Indigo, as the land will be otherwise fallow till October. After perusing these papers, I submit to you that if I have shown favor to either party, it has been to Mr. Larmour. If Mr. Larmour will come here, the Ryots will all come too, and I can effect a settlement of the disputes in three days.

From R. T. LARMOUR, ESQ., General Mofussil Manager for B. I. Company, to the Commissioner of the Nuddea Division,—(No. 241, dated the 30th April 1858.)

SIR,

IN reply to your letter of 26th instant, I have the honor to state that you have received an impression regarding the Charghat matter which requires a few remarks for your information.

The Ryots of Charghat villages have held advances and sown Indigo last season, and ever since I have had charge of this concern, without any demur. The present difference has been caused by the Magistrate stopping my measurement of the villages, and the Ryots take advantage of that order, and have been backed up in refusing to fulfil their Indigo engagements.

The Joint Magistrate may state to you that it is not his intention to ruin my Indigo season: the *effect* of his orders is undoubtedly to do so; and under the cloak of preventing a breach of the peace my servants are prevented from going near the villages situated within Baraset. The Joint Magistrate's proceedings are an exact repetition of what I suffered at the hands of Moulvee Abdool Luteef, who used the Law to encourage and protect the Ryots in not sowing Indigo, and my sole offence has been to keep my promise with the Zemindar (so as to assure me a renewal of the *Pymalmah*) by measuring the villages.

The Joint Magistrate sends out his Assistant to see if I intend any oppression towards the Ryots; he gets his report, and instead of giving the Ryots a reprimand he takes a similar Petition from them in *rokcush*, and calls upon me for a *kyfeut*; any better proof of prejudiced feelings towards me can hardly be wanting, when it is known Ryots only require a wink from a Magistrate to ruin the Planter.

From A GROTE, ESQ., Commissioner of the Nuddea Division, to the Joint Magistrate of Baraset,—(No. 95, dated the 6th May 1858.)

SIR,

I HAVE to acknowledge the receipt of your letter No. 286, dated the 29th ultimo, which I have shown to Mr. Larmour, who had come in here to see me on the subject of the Charghat case. I have also gone through the record of your proceedings, which accompanied your letter, and have had his Mooktear's statement read out to Mr. Larmour.

2. You are quite right, as Mr. Larmour fully admits, as regards the state of the Law, and he declares that he has never from the commencement thought of using compulsory measures, with a view either to making Ryots under obligations fulfil them, or to sowing their lands by means of his own people. He disclaims any employment of latteals by his Assistant Mr. Raysen, and merely protests against the Police interference, which has had for one of its consequences the encouragement of his Ryots to pursue the course which they are now pursuing, for the first time, he says, for a series of years.

3. The question is a serious one for Mr. Larmour, whose letter of to-day, embodying an extract from Mr. Raysen's last report to him, I now enclose in original. If the Darogah has notified to the Ryots in the terms represented by Mr. Raysen you should immediately, on receipt of this, rectify his notification, which was an improper one. He is not stationed at Charghat to protect the Ryots any more than he is there to protect the Farmer. The Ryots should be told authoritatively that they should fulfil their obligations, whatever they may be, and that those who fail to do so will take the consequences.

4. Mr. Larmour assures me that when he was himself in Charghat in March, purtalling the measurement, there was not an objection or complaint raised. I am bound to say that your order to the Police to stop that measurement was one which was in every way likely to foster discontent, and it may not be so easy now to allay it. You incur responsibility if you do not exert yourself to dispel the impression under which the Ryots are represented to labor, *viz.* that they have your support in refusing to sow. I request that you will send me a copy of the order which you may issue to the Darogah on receipt of this, and as every day is of importance you will be so good as to see that it is issued without an hour's delay.

From A. GROTE, Esq., Commissioner of the Nuddea Division, to R. T. LARMOUR, Esq., General Mofussil Manager for B. I. Co.—(No. 55, dated the 8th May 1858.)

SIR,

IN reply to your letter of the 6th instant, I beg to annex for your information extract, paragraphs 2 and 3 from my instructions of the same date to the Joint Magistrate of Baraset, who, as I learn to-day demi-officially, will himself proceed to Charghat on Monday next. I request that you will be good enough to go there and meet him, showing him, as you have already assured me was the case, that an Ameen and two Khulasees are the only factory servants of yours in the village.

From HON'BLE A. EDEN, Joint Magistrate of Baraset, to the Commissioner of the Nuddea Division,—(No. 319, dated the 6th April 1859.)

SIR,

I HAVE the honor to acknowledge the receipt of your letter No. 80,* dated 31st ultimo, and to inform you that I immediately forwarded a copy to the Deputy Magistrate of Metterhaut, requesting him to carry out your instructions.

2. The intention and effect of my order was not in any way to interfere with any land upon which Mr. Larmour had any claim. Some Ryots applied to me for protection from Mr. Larmour, who they said was going to plough up their lands and sow them with Indigo. Complaints of the same sort had been made to me by a number of the Ryots on various dates commencing from November last; they denied having made over their lands directly or indirectly to Mr. Larmour except in so far as they were compelled to do so by me last year, when I went out by your order to assist Mr. Larmour. Under these circumstances, I am of opinion that I am bound as Magistrate to grant the Ryots the protection they demand. But in giving this protection I was careful not to interfere with any right that Mr. Larmour might possess. I therefore inserted a condition that the protection was only to be given to those Ryots whose lands were *undoubtedly* their own, and I submit that where their lands are undoubtedly their own, they have a right to demand protection from the Authorities in the event of any party endeavouring to forcibly dispossess them. In cases where there is a doubt about the lands being theirs, or where another party claims them as having been made over to him for Indigo cultivation, and the Ryots deny that they have made them

See page 189.

over either permanently or temporarily; the dispute can only be settled by an enquiry under Act IV. 1840, (*vide* Constructions 385, 662, 651.) But I never understood before that Mr. Larmour did claim a right to sow any of these lands. No Pottahs or other engagements whatever have been filed in my Court.

3. With reference to the explanation called for in your 2nd paragraph, I would observe that, in my opinion there is a very great difference between declining as Magistrate to enforce a civil contract, and interfering as Magistrate to protect property; the former is expressly forbidden in the Regulations and Constructions, and the latter enjoined.

4. With reference to your remark regarding the allegation of Mr. Prestwich and others, that I have imprudently allowed my subordinates to gather that I am opposed to the existing system of Indigo cultivation, I would respectfully submit that I cannot be fairly called upon to answer such vague assertions. If Mr. Prestwich will make a specific statement of any conversation that I have had with any of my subordinates, of which he thinks he has a right to complain, I shall be happy to explain anything that has passed. It seems to me, however, extraordinary that if Mr. Prestwich considers me prejudiced, and believes that I have influenced my subordinates to act contrary to the Law, he should have applied so frequently lately for my interference, and have asked me to depute one of my subordinates to adjust his dispute with his Ryots.

5. It is not very long ago since Mr. Warner expressed gratification at the deputation of this very Deputy Magistrate to Metterhaut, as he professed to consider that it would be beneficial to the interests of the concern. My subordinates have possibly observed that I am willing, to the best of my ability and judgment, to afford even justice to all men, irrespective of class, calling or creed, but I cannot consider this a matter for reproach; my views of the Indigo system moreover are on record in my letter No. 500, dated the 19th June 1858 to your address. I see no reason to alter or modify anything that I wrote there.

6. In the 20th paragraph of that letter I pointed out what, in my opinion, were grave objections to merely giving an order to the Darogah to keep the peace in Indigo disputes. The Police invariably construe such order into an instruction to assist the factory at the expense of the Ryots, as the peace can be more easily kept by keeping down the Ryots than by keeping the Planter from aggressing on the Ryots' land. Now I cannot believe that it is the duty of a Magistrate to save himself trouble

and annoyance by keeping the peace, when this can only be done by sacrificing the rights of the weaker party, the party in fact who have not the same powers and privileges of obtaining a private hearing for their complaints against the local Authorities that is accorded to their opponents.

7. Again, I do not think that it is right to throw the whole responsibility upon my subordinates. I should not expect them to serve zealously if they found that I shirked responsibility where influential parties were concerned, and threw it all upon their shoulders. Giving an order to keep the peace is throwing very great responsibility upon a subordinate officer. He may either keep it by allowing the Planter forcibly to sow the lands of the Ryots (as in the Hobrah case last year), or he may keep it by preventing the Planter's servants and ploughs coming into the village. It is only by one of these means that he can do what he is ordered to do, and it is placing too much responsibility in the Darogah's hands to leave it to him to determine which course he will adopt. The order which I gave, and to which you object, was, I think, clear and conclusive, and strictly according to Law. I have however, as in duty bound, modified it in accordance with your views.

P. S.—Since writing the above I have received the Deputy Magistrate's Diary, in which, speaking of these very villages, he says as follows :—

"Camped at Ghosepore, held office, and visited the villages as in column 2nd; inquired into the particulars of Indigo cultivation, on which it appeared that most part of the lands were sown with Indigo seed." This statement certainly does not agree with Mr. Larmour's statement that he has been unable to sow his lands.

N. B.—Copy of the vernacular petition is herewith returned.

From A Grote, Esq., Commissioner of the Nuddea Division, to the Joint Magistrate of Baraset,—(No. 90 Ct., dated the 15th April 1859.)

Sir,

In reply to your letter No. 319, dated the 6th instant, I beg to point out that your order to the Darogah implied in the first place an inquiry on his part as to what lands were, to use your own expression, *undoubtedly the Ryots' own.* The mode in which he was to act was to depend entirely on the result of this inquiry. This is surely throwing on the

Police Darogahs the whole responsibility of action, a course which you rightly look on as very reprehensible.

2. You say that it is enjoined on you as Magistrate to protect property, whereas you are strictly forbidden to enforce a civil contract. In this you are quite correct, but you should give the same answer to both parties. The Planter complains to you that certain Ryots under advances have refused to sow lands for which the advances were made, and will probably oppose the servants whom he may send to see the lands sown: you remind him that the Ryots' agreement is a civil contract beyond your interference. The Ryot complains that the Planter is about to cause lands to be sown which he has not given up to the factory: you order the Darogah to inquire whether the lands are 'undoubtedly the Ryot's own, and if so to protect him from being obliged to sow by the Planter. In this you are, in my opinion, inconsistent.

3. As you object to the order which I pointed out as the proper one for a petition like that from the Charghat Ryots, (your only grounds of objection however being that the Police invariably misconstrue such an order,) and maintain that your own order was clear, conclusive and strictly according to Law, I have submitted this correspondence for the consideration and orders of His Honor the Lieutenant-Governor.

From J. H. YOUNG, ESQ., the Offg. Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal,—(No. 82Ct., dated Allipore, 20th April 1859.)

SIR,

IN continuation of my letter No. 74Ct., dated 15th instant, relative to certain points connected with the disputes between Mr. Larmour and his Ryots, I beg to forward for the information of Government copy of a letter from the Joint Magistrate of Baraset, No. 349 of the 18th idem, bearing on the same subject.

From the Joint Magistrate of Baraset, to the Commissioner of the Nuddea Division,—(No. 349, dated, Camp Moneerampore, 18th April 1859.)

SIR,

I HAVE the honor to acknowledge the receipt of your letter No. 90, dated 15th instant, and as you have forwarded the corres-

pondence to Government, I should feel obliged by your permitting me this opportunity of explaining what you consider an inconsistency.

2. You consider that by directing the Police to protect the Ryots in the lands that *are undoubtedly their own*, I throw the responsibility on the Darogah of determining what lands are the Ryot's own. But I would submit that this is not in effect the case the lands which are "*undoubtedly*" the Ryot's own; would be such lands as were admitted by all parties to be the Ryot's; and that where the Planter claimed the lands as having been made over to him, the very fact of his claim would throw a *doubt* on the Ryot's possession, which the Darogah would report, and the dispute would then be decided under Act IV. of 1840. The mere fact of an assertion of a claim to the land, by the Planter, would exclude it from the category of lands which were undoubtedly the Ryot's own; and thus interpreting the order in the sense in which it was intended, and in the only fair way which it appears to me it could be interpreted, no responsibility was thrown upon the Darogah. It must be borne in mind that I at that time in no way understood that Mr. Larmour claimed the lands as his own, neither does it appear from anything that has been before me yet that he even does so now.

3. In reply to your 2nd para. I would remark, with every respect for your opinion, that I can see no inconsistency in my refusing to protect the Planter's servants, when they go "*to see*" the lands of a Ryot (stated to have taken advances) sown with Indigo against the Ryot's will, and in protecting a Ryot whose claim to the land is *undoubted* when threatened with having his lands forcibly sown by the Planter.

4. In the first place, supposing the Ryot have entered into an engagement *voluntarily* to sow Indigo, which, I think, Mr. Larmour will admit, is rarely the case, this engagement gives the Planter no right whatever to sow the lands through his own servants, in the event of the Ryot's refusing to fulfil his agreement. The Ryot agrees that he will sow so many beegahs with Indigo, not that the Planter shall sow on his lands; the Planter therefore has no right to send his servants "*to see*" that unwilling Ryots sow, for this can only mean to force them to sow; and I think that I should in the face of Construction 385, not be justified in affording the Planter assistance under such circumstances, for this would be to assert that the Planter had certain rights which the Regulations and the rulings of the upper Courts expressly declare that he has not; on the other hand,

in directing the police to protect the Ryots from the forcible dispossession of "lands which were undoubtedly their own," and to which no one laid claim, I should merely be affording them that protection which they have an undoubted right to demand and expect, and which rights are in no way dependent upon a civil contract.

5. It is with no wish to contest your orders that I have replied to your letter, but the question is one of vast importance to the people of this country, and I therefore trust that you will excuse my requesting you to forward this letter to Government in continuation of the previous correspondence.

From A. R. YOUNG, Esq., Secretary to the Government of Bengal, to the Commissioner of the Nuddea Division,—(No. 3502, dated Fort William, the 2nd June 1859.)

SIR,

WITH reference to your office letters Nos. 74 and 82, dated the 15th and 20th April last, submitting correspondence relative to a difference of opinion between the Joint Magistrate of Baraset and yourself regarding the propriety of certain instructions issued by Mr. Eden to one of his Darogahs as to the way in which he should deal with certain Indigo disputes between Mr. Larmour and the Ryots of the Charghat Mehal, I am directed to request that you will forward for the Lieutenant-Governor's perusal your letter dated the 31st March last, to which Mr. Eden's of the 6th April is a reply, and any other papers on which your said letter was grounded.

From A. GROTE, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal,—(No. 116Ct., Fort William, dated Allipore, the 6th June 1859.)

SIR,

IN reply to your letter No. 3502, dated 2nd instant, I beg to enclose in original my letter to the Joint Magistrate of Baraset, dated 31st March last, together with that from Mr. Larmour with enclosures, on which my instructions were grounded.

2. It is only this moment that I have seen Mr. Eden's letter dated 18th April, which was received in the office after my departure on leave, and which was forwarded to Government by Mr. Young on the 20th idem.

3. Notwithstanding the explanations in Mr. Eden's 2nd para. I maintain that the order which I objected to left the course to be pursued by the Police Darogah contingent on the result of a previous inquiry, *viz.*, was the land, to use Mr. Eden's own translations of his Bengallee expression, "undoubtedly the Ryot's own."

4. But this translation gives an incorrect idea of the real point at issue between the Planter (in this, as in most cases, Landlord also) and the Ryot, and of this Mr. Eden seems to be aware from the concluding sentence of his 2nd para. Mr. Larmour had not disputed the fact of the lands being the *Ryot's own*, but in performance of his part of the contract he had at the proper season sent his people with Indigo seed to get the Ryot to perform *his* part of it. This is the usual practice all over the country, though Mr. Eden seems to think that the Planter's people have no right to be on the ground at all. The Indigo crop, as Mr. Eden knows, is under the supervision of the factory from the time the seed is put into the ground, and is constantly visited by the Planter and his servants till the season arrives for cutting it.

5. There is no doubt that Mr. Eden would not be justified in assisting a Planter to sow against the Ryot's will, unless indeed his written contract with the latter reserved to the former a right to sow should the other fail to do so. This condition is rarely if ever introduced into contracts within this Division, though the right in question is very often asserted by Planters. In my report No. 94, dated 19th August 1856, I pointed out that in order to put an end to the serious disputes which prevail at sowing and cutting seasons, it might be expedient to legalize this right and to make the Planter responsible for its exercise.

6. While making the above remarks on Mr. Eden's second letter, I consider that the latter bears rather on another part of an important and much vexed question than on the single point which lies within my jurisdiction. If the Joint Magistrate mis-applies the provisions of Act IV. of 1840, it will be for the Session Judge to correct him; the same if he should err in judgment when exercising his powers to punish. I have only to see that the Police have not an unfair duty thrust upon them, but that they are used to prevent, if they can, actual disturbance of the peace, and if they cannot prevent, to arrest and bring to justice those who disturb it.

From A. GROTE, ESQ., to the Joint Magistrate of Baraset, (No. 80Ct., dated Allipore, the 31st March 1859.

SIR,

Mr. Larmour has handed me copies of the correspondence noted in the margin, with a letter of which I append copy, and the enclosed unattested copy of a petition presented to you bearing your order without date, referring the petition to the Deputy Magistrate of Metterhaut.

2. I cannot approve of such an order being given to a Police Darogah as that which you have here directed, and I cannot reconcile that particular passage of it, which I have underlined with pencil, with the non-interference principle which you profess in the concluding para. of your letter to Mr. Larmour. On this point I must request explanations.

3. I think it very probable that the effect of the order to the Chargat Darogah has been as Mr. Larmour represents, more especially if, as is alleged by Mr. Prestwich and others, you have imprudently allowed your subordinates to gather that you are opposed to the existing system of Indigo Planting; I request therefore that the Deputy Magistrate may be instructed to make it known through the same Darogah that it was not the intention of your first order that police protection should be given to such Ryots as had entered into engagements with the factory and are now on any pretext holding back from their performance.

4 I cannot help expressing my disappointment to find you again falling into a mistake which I had to correct last year. The proper order on such a petition as that of the Charghat Ryots would have been a warning to the local police, that as there was dissatisfaction with the factory proceedings on the part of the Ryots, they should be specially on the alert to prevent any threatened breach of the peace. The passage in the order actually issued, which I have above noticed, gives on the contrary, as I read it, a dangerous latitude of discretion to the Darogah.

From R. T. LARMOUR, ESQ., General Mofussil Manager for B. I. Co., to the Commissioner of Nuddea, (dated Mulnath, 28th March 1859.)

SIR,

WITH reference to my interview with you on 16th instant, as soon as the Courts opened on 21st instant I addressed a letter to the Joint Magistrate of Baraset, copy of which with his reply is annexed.

Mr. Eden denies having passed any order at all on the petition of the Ryots; in making such a statement he appears to have quite forgotten himself, as the copy of the Ryots' petition with the several orders thereon annexed will prove. Mr. Eden may defend himself by saying he gave no *direct* order on the Kollingah Darogah.

The result of the order passed on the Deputy Magistrate has been that after his remaining at Charghat for some days, two of the Ryots put in petitions to say their lands had been forcibly sown.

The whole of Mr. Eden's proceedings could not possibly show greater prejudice and unfairness; he knows perfectly well that I have never resorted to force, and that force to compel a number of villagers to sow Indigo is an absurdity; he has done all in his power to instigate the Ryots not to sow Indigo, and after the visit of the Deputy Magistrate to Charghat conveying Mr. Eden's feelings more pointedly to the Ryots, I cannot hope to have the remainder of my lands sown unless redress comes from you.

Translation of a Petition from Muneroodeen Mundle and others, dated 1st Chyte 1265 B. S.

To the Joint Magistrate of Baraset.

WHEN the Charghat estate consisting of Mouza Nuj Charghat, Rosae Sohooah, Kolatubar and 7 other Mouzahs in Pergunnah Ookrah, was purchased by Rammohun Banerjee, Zemindar, he commenced measuring our Maurossee lands with the view of raising the rents. But on our ancestors objecting, the measurement was put a stop to by an order of the Judge of Nuddea. Subsequently when Baboo Eshwar Chunder Moostophee purchased this Mehal, and during the time it was held on Putnee tenure by Kylasnath Bromochāree, we were left in undisturbed possession of our lands.

To our great misfortune, about two years ago Mr. Larmour, Manager of the Moelatee and other factories, took a lease of these villages and demanded from us the expenses which the izarah had entailed upon him as well as other cesses. As we refused to pay, he at once proceeded to measure our land which he had no business to do. In this, however, he has been stopped by our petitioning the Court. Still in consequence of the enmity which he has on this account conceived against us, our lives, honor and property have been with great difficulty preserved during the

last few months. As an instance of his oppression we may mention that we had sowed our lands with Sugar-cane and Tobacco, and since congratulating ourselves on the fair prospects of our crop, when on the 26th of Falgoon last, Dewan Nobin Chunder Chowdry, of the Barrorea factory of Mr. Larmour, Kazimuddy Ameen, Muloo Kholasee and Jameeroodee Kholasee accompanied by 50 or 60 lattials, armed with clubs, spears, and guns, and a Keranee Saheb on horseback came to our villages, and having forcibly seized us like judgment-debtors vowed vengeance to us and to our families if we did not immediately sow our lands with Indigo; and by forcibly bringing out the ploughs of some of the Ryots from their houses and by maltreating others by putting the ploughs on their necks, they got some of the lands cultivated with Indigo. These people now come daily to our villages and with similar parade practise oppressions. The oppressions of the Indigo Planters are beyond description. They have been mentioned in the *Englishman*, *Hurkaru*, and other papers, and several people have written on the subject: but no one has been able fully to describe them. Several officers of Government have devised, and we hear that the Government even now are devising measures with a view to check these oppressions. But Mr. Larmour heeds them not. He has now adopted a plan by which he hopes to bring under his control some of the principal Ryots of our Turruff by holding out to them hopes of employment. But be this as it may, we, poor Ryots, find no means for the protection of our honor, lives and property. Police officers are posted for the preservation of the peace; yet even they dare not come forward at the critical time. We therefore pray that the Huzoor will issue suitable orders to prevent the Planters from forcibly sowing Indigo in our lands, and to protect our lives and property. At the time we came to the Huzoor we left our families in the houses of our friends residing in the neighbouring villages, and we do not know what may have happened in our own villages during our absence. We solicit that early orders may be passed for taking recognizances from the factory Dewan, Ameen and Kholasees. We never took any Indigo advances from Mr. Larmour, and even for the Indigo which under the orders of the Huzoor we cultivated last year, Mr. Larmour has not paid us a cowree. We pray therefore that suitable orders may be passed on our representation.

1*st Order by the Joint Magistrate.*—Since the Ryots can sow in their

lands whatever crop they like, no one can without their consent and by violence sow any other crop. Ordered therefore;

That the original petition be sent to the Deputy Magistrate of Metterhaut in order that he may send a Police Officer to the Ryots' lands to prevent any disturbances that are likely to ensue from any compulsory cultivation of their lands, and instruct him that if the land is really that of the Ryots, not to allow any one to interfere with it. If the Ryots wish to sow Indigo or anything else, the Policeman will see that there is no disturbance.

2*nd* *Order by the Joint Magistrate.*—It is not specified in this petition on what Ryot's land or upon what portions of his land Indigo has been sown. The Ryots are therefore informed that if upon any person's land Indigo has been forcibly sown, that person is at liberty to present a separate petition on the subject to the Deputy Magistrate of the Metterhaut Sub-Division, and the Deputy Magistrate will pass orders upon it in due course.

Order by the Deputy Magistrate;

Ordered that in accordance with the above, the Darogah be directed to send the Thannah Mohurrir immediately to the spot. Dated 16th March 1859.

From R. T. LARMOUR, ESQR., to the Joint Magistrate of Baraset,—(dated Calcutta, 21st March 1859.)

SIR,

Having received information that the Ryots of Roosooe Sooloah and Kantal Bare in Turuff Charghat have presented a petition in your Court that I wish to sow Indigo forcibly in those villages, I have the honor to state that in no instance have I attempted forcibly to sow their lands: these Ryots with the other 8 Villages of Charghat, made their accounts, took their advances, measured off their lands, and until the contents of the roobokarree issued in the case of the Hobrah concern in February last were made generally known, these Ryots showed no discontent; the effect of the roobokarree has been to make the Ryots believe they will receive every encouragement from your Court in not sowing Indigo.

" I now address you with the hope you will be pleased to modify your order on the Darogah of Kollingah Thannah, so far that those Ryots who have taken their advances should in common honesty fulfil their engagements, and that he will disabuse their minds as to the impression that you will countenance their breaking through their engagement of last year (when I withdrew from the measurement of the zemindaree) as well as this.

From the Joint Magistrate of Baraset, to R. LARMOUR, ESQ., General Mofussil Manager for B. I. Co., Calcutta, (No. 262, dated Camp Moneerampore, the 22nd March 1859.)

SIR,

I beg to acknowledge the receipt of your letter of the 21st instant, and to inform you in reply that the petition you allude to was referred to the Dy. Magistrate of Metterhaut, in whose jurisdiction Charghat is situated.

2nd. I must observe that I fail to see how any roobokarree connected with the Hobrah Concern can have had any influence on your Ryots, beyond letting them understand that Ryots were not to be forced to sign contracts against their will. I must, however, remark that you are mistaken in supposing your Ryots showed no signs of discontent till February. They have complained to me in a body on several occasions of your oppression; I however declined to receive general complaints of oppression, and informed them that if they had any specific complaint to make, they should do so in the usual way.

3rd. It is not in my power to comply with your request to modify any orders that I have given to the Kollingah Darogah, for I find that I have issued no order at all. Charghat being in the Sub-Division of Metterhaut, you should in the first instance address yourself in the prescribed manner by petition to the Officer in charge of the Sub-Division. If you have reason to believe that you suffer injustice from him, you have the usual appeal to the Judge or myself; your communications however should be in the form of petition and on stamped paper, as I do not consider that it is desirable to carry on a correspondence with a party to a suit in my Court on subjects connected with the case.

4th. In reply to your last para. I beg to remind you that as Magistrate I have nothing to do with either the civil or moral obligations of the

Ryots to fulfil any engagements into which they may have entered. They receive no countenance from me in not doing so, and have always been advised by me, whenever they have spoken to me on the subject, to fulfil all their engagements honestly. They however have invariably denied that they have entered voluntarily into any contract. In the case of their breaking any engagements, you of course have your remedy like other people in the Civil Court.

From A. R. YOUNG, Esq., Secretary to the Government of Bengal, to the Officiating Commissioner of the Nuddea Division,—(No. 4516, dated the 21st July 1859.)

SIR,

I AM directed to acknowledge the receipt of the letters from your Office noted in the margin, with their original enclosures, and in reply to communicate the following observations of the Lieutenant-Governor on the question which was referred by Mr. Grote for the orders of Government.

No. 74 Ct., dated the 15th April last.
No. 82 Ct., dated the 20th April last.
No. 116 Ct., dated the 6th June 1859.

2. It is not necessary, in disposing of this matter, to go further back than to the proceedings in 1859 out of which this reference has arisen. The facts of the case appear to be these.

3. Some Ryots applied to Mr. Eden, the Joint Magistrate of Baraset, "for protection from Mr. Larmour, who, they said, was going to plough up their lands and sow them with Indigo." Complaints of the same sort had been before made to the Magistrate by a number of Ryots, on various dates commencing from November last. On receiving the last complaint Mr. Eden passed the following order, addressed to the Deputy Magistrate of the Sub-Division:—Since the Ryots can sow in their lands whatever crop they like, no one can without their consent and by violence sow any other crop. Ordered therefore, that the original Petition be sent to the Deputy Magistrate of Metterhaut, in order that he may send Policemen to the Ryots' lands to prevent any disturbances that are likely to ensue from any compulsory cultivation of their lands, and instruct them that if the land is really that of the Ryots not to allow any one to interfere with it. If the Ryots wish to sow Indigo or anything else, the Policemen will see that there is no disturbance."

4. Mr. Larmour complained of this order, alleging that the effect of it had been to make the Ryots believe that they would receive every encouragement from the Magistrate's Court "in not sowing Indigo," for which some of them had received advances and contracted.

5. Mr. Grote thought Mr. Larmour's remonstrance well founded, and disapproved of the Magistrate's order above quoted. Mr. Grote does not maintain, at least he does not in this correspondence assert, that Mr. Larmour can have had any right to compel the Ryots by force to sow Indigo, or any right himself to sow Indigo on their land; and he does not deny that disputes in such affairs are matters for settlement in the Civil Courts. But he objects to that part of the order by which the Police are directed not to allow any one to interfere with the Ryots in the cultivation of their land, if the land is undoubtedly that of the Ryots, on the ground that this condition involves an inquiry by the Darogah into the point of ownership, as his action is to depend entirely upon the result of such an inquiry. This, Mr. Grote says, is throwing on the Darogah the entire responsibility of action, a course which he looks upon as very reprehensible. He considers the Magistrate's order inconsistent with the principle on which Mr. Eden himself founds, which principle Mr. Grote, as His Honor understands him, does not contest, namely that the contracts between Indigo manufacturers and Ryots for the cultivation and sale of Indigo plant, when disputes arise between them on the ground of alleged breach by either party, are matters exclusively for the settlement of the Civil Courts, and matters in which the Magistracy and Criminal Courts have no jurisdiction, and with which the Police have no right and ought not to interfere on one side or the other, any more than in disputes about other civil contracts. Disapproving of the order on the above grounds, Mr. Grote instructed Mr. Eden to amend his order by making it known that it was not the intention of the order, "that Police protection should be given to such Ryots as had entered into engagements with the Factory, and were now on any pretext holding back from their performance." Mr. Eden obeyed these instructions, but he supported the consistency and propriety of his own views, explaining that in matter of fact the Ryots in this case were undisputed owners of the land, and were in possession of it; that Mr. Larmour put forward no claim to it; and that the order applied only to land in such circumstances. Mr. Eden has urged his point with much intelligence and force. Mr. Grote, however, adheres to his original view, and holds that all that ought

to be required of the Police, in cases of such complaints as those made to Mr. Eden in this case, is that they are to prevent, if they can, actual disturbance of the peace; and if they cannot prevent (a breach of the peace), "to arrest and bring to justice those who disturb it."

6. It is to be observed that it is not to be assumed that in the case out of which this discussion arose Mr. Larmour, or his servants, acted in any way improperly or illegally. Mr. Larmour has denied all intention to use force. The general question in no way depends upon the merits of this particular dispute; it relates only to the course which the Police ought to adopt, when such disputes as this arise.

7. The question on which Government has to decide is which of these two courses should be prescribed to the Police, in disputes of this nature; the course of protecting the undoubted possessor of the land from the physical interference of strangers, who come upon the land insisting that it shall be cultivated only with Indigo, on the allegation that the possessor of the land has promised to cultivate a certain quantity of land with Indigo for sale to them at a fixed price; or the course of announcing that no protection will be given against such physical interference to Ryots who are under engagements (for the cultivation and supply of Indigo) with these strangers, and hold back from performing their engagements; and of standing by until the dispute reaches the point of a breach of the peace, when whosoever breaks the peace is to be arrested, and sent to the Magistrate to be punished.

8. This is a most important practical question, and the Lieutenant-Governor thinks it is strange that it has not been authoritatively determined before now, as cases of the sort are of daily occurrence. On the one hand, the manufacturer of Indigo dye, which is one of the staples of these Provinces, affirms that if the Ryots are protected by the Police from such interference with their cultivation as is described, no Indigo plant will be cultivated wherefrom he can manufacture the dye. On the other hand, the Ryot affirms that if he is unprotected under such circumstances, he is deprived of the use of his possessions, and sent to prison for resisting the trespasser.

9. The Lieutenant-Governor assumes that, Mr. Eden's principle, as above stated, is beyond all question the true exposition of the Law of the matter, as it stands; and he cannot agree with Mr. Grote in thinking that Mr. Eden's order was inconsistent with that principle. If Mr. Grote's objection is well founded, it is beyond the province of the Police,

as throwing undue responsibility of action upon them, to protect any man in the possession of his property against force, if the force is exerted by persons who allege promises in their favor. His argument is, that in all such cases the duty of the Police is to stand still, unless a breach of the peace is imminent; in that case they are to prevent such breach if they can, and if they cannot, they are to arrest whomsoever they find in the act of breaking the peace.

10. It appears to the Lieutenant-Governor that this doctrine is untenable. He cannot suppose that any one would think of maintaining it where the property in question is personal. If a traveller is passing along the high-way, and is surrounded by men who insist upon his delivering to them his purse out of his pocket, alleging that he had promised to do so, no one, the Lieutenant-Governor believes, will maintain that a Police Darogah and his men, who are paid to repress all outrages, ought to stand by without interfering, on the ground that they cannot tell without inquiry whether the purse belongs to the passenger or not, and that therefore it is throwing too much resposibility upon the Police to expect them to take any action in such an affair, until there is a breach of the peace. Even so the Lieutenant-Governor does not see how the Police could escape the responsibility, eventually, of coming to a conclusion from the facts passing before their eyes, and taking a line of action founded upon that conclusion. For suppose the passenger to prepare to resist those who offer to take his purse, are the Police to hold his hands for fear of the parties coming to blows; or if he do resist, and so a breach of the peace occurs, is he to be taken up for causing it? That would be to act on the conclusion that the assailants had a right to force the purse out of the passenger's possession. Or are the assailants to be taken up? That would be a line of action founded on the contrary conclusion. As then the Police must be driven at last into assuming the responsibility of coming to a rational conclusion, under the circumstances, as to whether the party resorting to force has a right to do so, or not, what reason can there be to prohibit them from so acting at first, before any such calamity has happened?

11. The Lieutenant-Governor is unable to see any difference of principle when the case is one of forcible entry, which is no less an outrage, when without color of Law than the forcible seizure of personal property; and he believes that in any case unconnected with Indigo, no one would question the propriety of the Police interfering to protect a sub-

ject from such a outrage. Suppose the case reversed, and that these Ryots, alleging that Mr. Larmour had promised to let them have the use of his houses and grounds, had entered that gentleman's premises, and insisted on sowing his garden with Rice, or had taken possession of his factory to store there grain in it, the Lieutenant-Governor doubts if Mr. Grote would hold that on Mr. Larmour's call on the Police for protection it would be throwing too much responsibility on the Darogah to expect him to act on the conclusion that Mr. Larmour had a right to such protection, under the circumstances.

12. Indeed every Public Officer must act in the exercise of his proper functions on his own responsibility; and he could not be relieved from that necessity without making him altogether useless. Nor is it easy to see a case in which the responsibility of forming a rational conclusion under the circumstances can be less than one in which a party, pretending to no claim beyond what may or may not be a vaild ground of civil action, and setting up no pretence of ownership, or possession, or right of possession, in a particular field, which field is known to be in the undisputed possession of another party, sends men upon that field to cause it to be sown with something the possessor of the field objects to.

13. It is the course which Mr. Grote has prescribed in the present case which appears to the Lieutenant-Governor to be inconsistent with the principle above laid down, and certainly to be open to the objection that it throws undue responsibility on the Police. By this course the Police were prohibited from protecting, in the use of their own land, such Ryots as had engagements with the factory, and were now "on any pretext" holding back from the performance of their bargains. How is the Darogah to ascertain whether the Ryot has or has not made such an engagement? There is nothing in what passes before his eyes to show how that fact stands. He cannot know the fact, or form a rational guess on the point, without a *quasi*-judicial inquiry; and it is quite certain that he has no authority to enter into any such inquiry, and no power to obtain the evidence, without which no conclusion upon the question could be formed. This alone seems a fatal objection.

14. There is however a still stronger objection to this course of proceeding, namely, its substantial injustice. Supposing the Police Darogah to be a proper functionary to try the question of the mutual civil obligations of the two parties; he is by the proposed course of procedure directed, as it were, to execute judgment in favor of the plaintiff, if he decides the

one issue of engagement or no engagement in his favor. The Ryot may confess the engagement, and still have many irresistible pleas to avoid the consequence the opposite party insists upon. Nevertheless judgment is to be given and executed against him, without hearing one of his pleas or pretences as they are called. Such a system of procedure would be unjust.

15. For example, it is stated to be a common occurrence for a Ryot to say that he is willing, according to his engagement, to sow so many beegahs with Indigo, and that he has land fit for the purpose; but that he is not willing to occupy his best land with that comparatively unprofitable crop, as his best land is capable of growing what will be many times more remunerative to him. A fairer plea cannot be imagined; but it must be ignored in the course of procedure land down by Mr. Grote, which in fact leaves the Planter's Peons to select for Indigo what fields they please, supported, passively to say the least, by the Police.

16. The Lieutenant-Governor cannot but disapprove of a Police order of this character.

17. The truth is that disagreements of the character in question are by their very nature subjects for judicial decision, which cannot be adjusted without fully hearing both parties. There is no doubt that as the Law now stands, the Moonsiff's Court, or the higher Civil Courts, are the only Authorities who have lawful cognizance of them. To these Courts therefore both parties should be left. If either party to the contract conceives himself to be wronged by the other, it is for him to sue the other party. In the supposed case, the Indigo Planter is the party conceiving himself wronged. It is for him, therefore, not to judge his own case, and to execute by his own Peons his own judgment in his own favor, but to sue the Ryot in the Civil Court, where an impartial decision is possible. The Ryot has a right to be protected against any other course.

18. It may be that it would be well if speedier means existed of getting the case adjudged, and specific performance judicially ordered, or substantial damages awarded, than the Moonsiffs' Courts afford. But to introduce, in effect, into the system of procedure in such cases the action of a power which cannot form a judgment on the question in dispute, and does not pretend to do so, is to take a step which certainly is not a step in the right direction.

19. In his letter of the 6th ultimo, Mr. Grote makes some remarks, from which the Lieutenant-Governor infers that he is not sure that "the

usual practice all over the country" in regard to the cultivation of Indigo is supported by Law. But anything is supported by Law to which all parties interested agree. If the Ryots agree to such minute interference with their crop as is described, all is as it should be; but whenever both parties do not agree, neither can be allowed to go beyond his lawful rights, whatever they may be.

20. It would be greatly to be lamented if anything should check Indigo cultivation, so long as it is a wholesome commercial enterprise. But it cannot be supported at the expense of justice; and no wholesome trade requires such support. If the cultivation be, as it must be presumed to be, and certainly as it ought to be, for the mutual advantage of both the producer and the purchaser of the plant, it is not very easy to see why one party should be less eager for it than the other. If the Ryot finds that on certain sorts of land, at the price offered him for Indigo plant, that cultivation pays him better than any other; if he finds that when he cultivates Indigo he is no less secure from ill-treatment than other people of his class; and if the Peons and Native servants of the factory are not allowed to harass him, so as to disgust him with the business, the manufacturer should be in no difficulty. In such a wholesome state of things, he should have no more lawsuits to engage in, and should have no more cause either to fear or to hope from the interference of the Magistrate and the Police than any other man engaged in fair trade. It is this wholesome state of things which should be encouraged. But if the case be otherwise in any particular District, or with any particular Planter, the obvious inference is that either Indigo is not naturally suited to that place, or that the remedy is in the hands, not of the Police, but of the Indigo manufacturer himself.

21. The original papers received with your Office letters under reply are herewith returned, a copy being kept for record in this Office.

No. IX

From A. R. YOUNG, ESQ., Secretary to the Government of Bengal, to the Officiating Commissioner of the Nuddea Division,—(No. 4939, dated the 9th August 1859.)

SIR,

WITH reference to the correspondence noted on the margin, I am directed to inform you that the Lieutenant-Governor, being desirous to have before him further information relative to the system on which Indigo cultivation is carried on in Bengal, requests that you will have collected, and submit with as little delay as possible, any correspondence there may be in your Office containing either facts illustrative of the system, or the views and opinions of Officers in the Division who have given their attention to the subject.

From Commissioner of Nuddea, No. 74Ct., dated 15th April 1859, with enclosures.
From Officiating Commissioner of Nuddea, No. 82Ct., dated 20th April 1859, with enclosures.
To Commissioner of Nuddea, No. 3502, dated 2nd June 1859.
From Commissioner of Nuddea, No. 116Ct., dated 6th June 1859, with enclosures.
To Officiating Commissioner of Nuddea, No. 4516, dated 21st July 1859.

From A. GROTE, ESQ., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal,—(No. 141Ct., dated the 7th November 1859.)

SIR,

IN reply to your letter No. 4939, dated 9th August last, I beg to submit, in original, the correspondence noted in the margin,* which, but for other pressing duties, would have been laid before Government last year in continuation of the Report † on the same subject, which I made on the 19th August 1856. No orders were ever passed on this Report, and the object of my second call on the Magistrates of the Indigo Districts was to enable me by means of a supplement to it to draw again the attention of Government to a most important question.

* Commr.'s Circular, No. 30, dated 17th May 1858.
Magistrate of Moorshedabad, No. 451, dated 15th July 1858.
Magistrate of Nuddea, No. 246, dated 26th July 1858, with two enclosures.
Magistrate of Baraset, No. 500, dated 19th June 1858.
Magistrate of Jessore, No. 424, dated 29th July 1858, with an enclosure.

† No. 94.

2. In the interim a case occurred in Baraset in which I had to amend what I considered to be a mistaken order issued to his Police by the Joint Magistrate of that District; and as he adhered to the view which led to his order, I thought it due to an intelligent and zealous Officer to lay his objections to my proceedings before Government. This reference has been disposed of during my absence from the office, and its purport, even if it were not for your present call, assures me that the great question which I reported on three years ago has at last been taken up in earnest.

3. Before remarking on the enclosures now forwarded, I shall ask permission to make one respectful observation on paragraph 7 of your letter No. 4516, dated 21st July last, just referred to. The question which I intended to put to Government, in my reference in Mr. Larmour's case, was not that which is defined in that paragraph. I did mean to say that my order was that which Mr. Eden should have issued in the first instance, or, in the words of your letter, that the course of announcing that no protection should be given to Ryots against physical interference, &c., was that which Mr. Eden should have adopted. My order was necessary and justifiable only as corrective of the misimpression which had been produced by the previous order of Mr. Eden. The question, as I wished to submit it, was whether Mr. Eden was right in the terms of his order, which were conditional, or whether he should have refrained from using such terms.

4. I now proceed to notice the Magistrates' reports.

Baraset.—5. Mr. Eden refers in his opening paragraph to the first Charghat dispute in 1858, the correspondence regarding which was submitted to Government for perusal with my letter Nos. 74Ct. and 116Ct., dated respectively 15th April and 6th June last. The features of this dispute were in the main similar to those of the last which the Lieutenant-Governor disposed of in your letter above quoted. In my opinion the Magistrate's orders interfered with Mr. Larmour's exercise of his powers as a landholder, and required modification. In this, as in the last Charghat case, this corrective order of mine went beyond what was called for by the state of the case as it came originally before the Magistrate.

6. In the paragraphs which follow, Mr. Eden refers to the Hobrah case, some particulars of which have also been before His Honor the Lieutenant-Governor, on the petition of Mr. Prestwich. The

factory party appear here to have been entirely in the wrong, though the Police declared otherwise. I note here an* expression of Mr. Eden which charges the Police generally with partiality towards the Planter.

* "The Burkundazes were helping the factory as the Police always do when deputed to keep the peace."

7. Mr. Eden then goes into the general question of the Indigo system, which I reserve for notice presently.

NUDDEA.—8. Mr. Cockerell reports that no serious disputes occurred in his District during the sowing seasons of 1857-58; forty-five cases altogether had occurred in the two years connected with Indigo cultivation; twenty-nine of these were complaints by Ryots, and in the majority of these, as of the others, the prosecutions failed. In the eight cases which proceeded to conviction the Ryots were punished in two,—their landholders, as instigators against the Planter, in two; and in four cases one or both parties were bound down to keep the peace.

MOORSHEDABAD AND JESSORE.—9. In neither of these Districts had any serious disturbances occurred. Two partial affrays took place in the Magoorah Sub-Division of Jessore, and the Magistrate's enclosed statement shows that a great many petitions against Planters' proceedings, and *vice versâ*, had been presented in the same Sub-Division. Unfortunately the return does not show the result of inquiry into these complaints.

10. On the whole the sowing seasons of the three past years have gone off quietly in this Division. The Magistrate was known to be on the alert in the three Districts in which disputes generally occur. In Moorshedabad the Messrs. Watson have scarcely a rival factory to contend with, and their large zemindaree interests enable them to carry any point with their tenantry.

11. This practice of Planters taking leases from the landholders has lately prevailed in Nuddea, and is being extended as much as possible to Jessore. By this means the Planter gets rid of the local influence which he supposed to be always opposed to his factory interests, and concentrates it in himself. Large sums by way of bonus are given by many Planters for these leases, and in some cases (Chowrasee, for instance, in Baraset, which is held by the Hobrah Concern) the rent which they engage to pay under the lease is higher than the known Mofussil rental.

12. There can be no doubt that the comparatively few affrays which are reported now are due in a great measure to the withdrawal from the field held by the Indigo concern of this adverse landholder interest,

though in some measure also to the establishment of Sub-Divisions, and to improved efficiency of our Police. The Ryot, knowing the various means of annoyance in the hands of a Planter landholder, is disposed to comply with the latter's wishes, and will engage to grow plant for him, though protesting perhaps, while taking the Factory seed, that he would much prefer to sow Rice. In thus complying he perhaps declines the proffered advance from the factory, under the idea that his acceptance of it will get him into trouble; perhaps it is convenient to him to take it as he obtains it without interest, In no case, I quite believe, does the Ryot deliberately grow Indigo under the impression that the crop will yield him profit, and in many he grows it without reckoning on obtaining a return even of the rent which he has to pay for the land.

13. And that some degree of compulsion was exercised in the first days of the introduction of the manufacture into this country is to be implied, I think, from the tenor of the rules embodied in Regulation XXXIII. of 1795. The right of the Khoodkhast Ryot to grow or to refrain from growing the plant, at his own pleasure, is there proclaimed in a manner that suggests the presumption that he had not in the four years of experience at Benares at all events been treated as a free agent. From the mention made in this Law, however, of the Bengal system of Indigo cultivation, it would appear to have been one entirely of contract with the Ryots, a system which Government then and have since encouraged. See Section III. Regulation XX. of 1812, enjoining the registry of Indigo contracts, and Regulation VI. of 1823, which, recognizing the advance system, and the reasonableness of giving the Planter a lien on the crop, for the production of which he advances, supplies him with the means of obtaining summary redress for evasions or breaches of contract on the part of the Ryots.

14. Why this summary remedy proved insufficient can only be conjectured, but that it did so is announced in the preamble of Regulation V. of 1830, when breach of Indigo contract was declared to be a misdemeanor, and subject to the penalties prescribed in Section V. Regulation VII. of 1819. Instigators to such breach were to be jointly liable with the contracting Ryots; but while these stringent provisions were enacted for enforcing the performance of his contract, a mode of extricating himself summarily from arbitrary claims made on him by the factory was provided for the Ryot,—Section V.

This course is still open to him, though he is no longer punishable for misdemeanor for not performing his contract.

15. I believe these summary remedies have rarely been resorted to either by Planter or Ryot. Suits under both the above Laws had to be instituted at the Sudder Stations, for there were no local Courts competent to entertain them till 1831. The process, too, was probably costly, and not always successful.

Regulation V.

Whatever may be the cause of these provisions being inoperative, it is certain that the Planter *has* the means of indemnifying himself for loss of Indigo crop to the extent of the evading Ryot's property, and that the unwilling cultivator may deposit in Court any balance due from him under an expired contract, and relieve himself of all obligation to the factory.

16. Mr. Eden, it will be seen, holds extreme views on the subject of the existing contract system. He holds that these contracts are not *bonâ fide*, and that it is only by means of oppression and compulsion that the Planter succeeds in obtaining any Indigo. There is, I remark, a great deal of bold assertion in Mr. Eden's statements. It is difficult to believe that the large produce of the Districts of this Division would be raised so quietly as it is were his description of the system a correct one. So far as my experience goes, I pronounce it incorrect.

17. I can believe that, under the practice of taking leases which now obtains, the Planter does not lay the same stress as he formerly did on having written contracts from his Ryots. He relies on his zemindaree influence to get his plant sown when the season comes round, and if he has ordinary tact, this influence would be quite sufficient. The same influence exerted by a Native Zemindar enables him to idemnify himself through his tenantry for many a disbursement incurred, such as payments of fines, marriage fees, &c. It is an influence which is gradually on the wane, and which will be well nigh brought to an end by Act X. of 1859, if the instruments for working this Law effectually be made readily available.

18. Many Planters urge that they would rather not be landholders, if they had but the means of enforcing the performance by the Ryots of their contracts. It will be seen from some of the enclosures of Mr. Cockerell's Report, that the necessity for securing leases of estates at heavy expenditure is alluded to as a grievance. I venture to doubt the sincerity

of this allusion. In these days of high market prices for agricultural produce no Planter would find it possible to strike a bargain with a Ryot for growing Indigo who did not offer far better terms than it has been the custom hitherto to offer.

19. Mr. Cockerell takes a juster and more impartial view of the Planter's position than Mr. Eden. He is not opposed to the re-enactment of the rescinded Sections of Regulation V. of 1830. Mr. Molony is in favour of a suggestion which was thrown out for discussion, rather than deliberately recommended for adoption in my report of 1856, *viz.* the extension of the Planter's lien on the land to actual occupancy if necessary. In their petition to the Legislative Council of last year the Planters have extracted paragraphs 13, 14 and part of 15 from my letter in question in support of their statement of grievances, and as indicating the mode in which these should be redressed; but assuredly I did not intend that what had occurred to me as offering a partial remedy to obvious deficiencies in the existing Law could be with justice applied off-hand. Such a provision could not indeed safely be applied at all, if plausible grounds offered for doubting generally, as Mr. Eden does, the genuine character of the contract.

20. The penal provisions for breach of contract, under Regulation VII. of 1819, have now been extended to the Presidency Towns by Act XIII. of 1859, for all fraudulent breaches of contract by *artificers, workmen and laborers* under advances. The pleas for this extension, as the preamble to the Act states, are the loss and inconvenience which has been sustained by manufacturers, tradesmen and others, and the insufficiency of remedy by suit in the Civil Courts for recovery of damages. These are exactly the pleas urged by the Planters for an extension of similar provisions to fraudulent breaches of Indigo contracts.

21. I am strongly in favour of giving every encouragement within reasonable limits to the manufacturers of Indigo, and I am convinced, notwithstanding the strong assertions that have been made to the contrary, that they are by no means the unpopular class represented in Mr. Eden's Report. "It would indeed," as His Honor has justly remarked in paragraph 20 of his letter referred to above, "be greatly to be lamented if anything should check Indigo cultivation;" and, feeling this, I earnestly hope that the effect of the orders conveyed in that letter may not, by misinterpretation on the part of the District Police Authorities, be unfavourable to Planting enterprise.

From A. GROTE, Esq., Commissioner of the Nuddea Division, to the Magistrates of Jessore, Moorshedabad, Nuddea and Baraset,—(No. 30, dated the 17th May 1858.)

SIR,

REFERRING to your Office letter noted in the margin in reply to my call No. 60 of the 11th June 1856, I request the favor of your reporting on any disturbances connected with the sowing of Indigo which may have occurred in your District during the two seasons which have since passed.

No. 425, dated 17th July 1856.
„ 672, daded 24th July 1856.
„ 178, dated 15th July 1856.
„ 376, dated 30th June 1856.

2. I shall be glad also to have the benefit of any remarks which may occur to you on the annexed Extract (paragraph 12 to end) from my report to Government on that occasion, as I am about to draw the attention of Government again to the subject.

From W. C. SPENCER, Esq., Officiating Magistrate, Moorshedabad, to A. GROTE, Esq., Commissioner of the Nuddea Division,—(No. 451, dated the 15th July 1858.)

SIR,

WITH reference to your letter No. 30, dated the 17th May last, I have the honor to report for your information that nothing worthy of the name of a disturbance connected with the sowing of Indigo has occurred during the two seasons referred to, as I have been fortunate enough to nip in the bud any disputes which seemed likely to occur.

2. With advertence to your 2nd para. I beg to submit the following remarks:—No one can, I think, doubt the necessity for legislation on this subject, for, until some Law be passed, Planters will still continue to take the Law into their own hands, and affrays will always be liable to occur in consequence; but it is easier to point out an evil than suggest a remedy. The interests of the Planters appear to demand that some summary powers should be vested in them by Law; but I would not go so far as to recommend the adoption of the principle of summary occupancy of the land by the Planter on his own responsibility. The principle is a new one in legislation on contracts of such a commercial character as those between a Planter and a Ryot, who probably holds his land on some temporary agreement from some other Zemindar, and it is almost an invasion

of a Zemindar's rights. Two liens on one piece of ground are dangerous privileges to grant. Imagine a Zemindar insisting on distraining the Indigo crop on the very day that the Planter sends to cut it, or imagine contending Planters, each holding a lien on the same crop, and the Zemindar asserting his at the same time. I only give these as the most obvious instances, but hundreds of others would suggest themselves to a Native Zemindar, who could either compel or was secure of the co-operation of his Ryots.

3. Another objection is, that the power of occupancy in the lands of an out-sider is in itself an irritating species of authority, to be avoided if possible. Its exercise is very apt to rouse a Ryot to resistance, even against his better reason. The very best rules cannot prevent* by the Gomashta of a factory under any summary process, but the powers thus given them will rouse their inventive faculties to the highest point. The proposed clause exceeds in its summary character the Laws of distraint and sale, for even under these Laws the Zemindar can only attach—he cannot take what he demands, and leaves the Ryot to recover it; and for my own part I cannot wish to see the principle of these Laws extended in this country, even under European management, if better means can be devised.

4. Neither do I think that Planters themselves as a body demand such a large accession of power. It is often insisted on as necessary, but this is partly owing to their present habit of taking possession of their rights, Law or no Law. The same demand is made by every one who finds himself cheated right and left. The only difference in this case is, that it is a question of time, a few hours making all the difference in the execution or breach of the contract. I should, nevertheless, prefer to see such contracts generally executed under a compulsory penal enactment than by the arbitrary agency of the other party. There is a general objection to such penalties as that proposed, *viz.* that it renders one party at least very careless after the contract is signed, and is only a slight incentive to honesty in all cases, whilst in many it is the very reverse, more particularly so in the case of Bengali Ryots.

5. I am not sure that the Planters would in practice thank us for the power given. They would prefer a Law which compelled a Ryot to work in his own field himself, for Khamar cultivation does not pay them. I

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* *Sic. in orig.*

can very well imagine every Ryot in a zemindaree ordered to abstain from sowing on the critical day (the order would involve no great risk). Could the Planter on such a sudden notice sow the whole of the lands himself? But if each Ryot knew that a month's imprisonment hangs over him, such evasions would be rare. I find on inquiry that most Planters in this part of the country have only asked for the summary punishment of the Ryots, appearing to have been satisfied with the working of Regulation V. of 1830; and I cannot help thinking that a year's experience of a similar penal Law would have a better effect on Ryots for the future than the granting to the Planter of the lien proposed, with this advantage, that the land is left entirely in the Ryot's own hands, being merely compelled to fulfil in person his own promise. We should thus know how far the new Law is made of use. In the other case we could only hear how far it was abused, and probably not that completely.

6. I do not however see any reasonable objection to giving the Planter a right of occupancy till the crop be cut by a decree of Court, whenever he may think it necessary to apply for such power. A Planter has generally some inkling of the plans of his Ryots, and in ordinary cases could, by this means, protect himself from loss; but, in order to ensure this more efficiently, why should not a Magistrate, pending the decision of a case, be empowered, when an expected inundation or other cause render it advisable, to give the crop to the Planter, on cash or other good security being deposited, calculated according to the average value of Indigo—if the crop is ready to be cut, or when the crop has only been lately sown, and not ready for cutting, a sufficient sum, to ensure it from wilful injury, and in order to protect the Planter against the danger of a Ryot refusing to fulfil his engagement just at sowing time; a register might be kept at the Magistrate's Court, and the Court of his Sub-divisional subordinates, in which to register all Indigo contracts between a Planter and a Ryot, a small fee being taken to defray the expense of keeping up the books, &c.; for, though by this the work of the offices would be slightly increased, I feel sure that the results would be beneficial, as in that case the registry would be *primâ facie* evidence of the existence of the contract, and all that would have to be determined would be whether the contract had been fulfilled or not, in which there could not be very much difficulty; and every non-fulfilment of contract should be punished summarily, as recommended above.

7. I have had much other business to perform lately, and the subject itself is one which required some consideration and inquiry; I trust therefore you will excuse the delay which has occurred in replying to your letter.

From F. R. COCKERELL, ESQ., Magistrate of Nuddea, to the Commissioner of the Nuddea Division,—(No. 246, dated the 26th July 1858.)

SIR,

I HAVE the honor to report on the subject of your letter No. 30 of the 17th May last.

2. There have been no disturbances involving any actual breach of the peace regarding Indigo sowing during the seasons 1857-58, within this District.

3. The number of cases connected with this subject, instituted in the Foujdaree Courts throughout the District during these seasons, has been in the year 1857 twenty-nine cases, in the present year sixteen. Of the former, nine cases were instituted by the Zemindar or his local agent, three by the Planter, and seventeen by the Ryot. The prosecution in nearly the whole number fell to the ground, it appearing from the records that in two cases only was it found necessary to take steps to bring the defendants into Court, and in those two cases both parties were bound down to keep the peace for short periods in light personal recognizances. It is worthy of notice also that in fourteen of the twenty-nine cases the Planters were Natives; in fifteen, Europeans.

4. Of the latter (or the sixteen cases instituted during the present year), twelve were instituted by the Ryots and four by the Planters: the prosecution in nine out of the twelve, and one out of the four cases, fell to the ground; in one case the Ryots were sentenced to fine or imprisonment for instituting a false and vexatious complaint at the instigation of the Zemindar; in another case certain Ryots of Kishtopore were imprisoned for committing a violent assault on the Factory Gomashtah when he came to look after the sowings; in a third both parties were bound over to keep the peace; in two other cases the Zemindar was convicted of instigating the Ryots to oppose the Planters, and bound over in personal recognizance to keep the peace; and in the sixth case a Factory Gomashtah was required to furnish personal security with the same object.

5. Scarcely any accurate conclusion can be arrived at as regards the sufficiency or otherwise of the existing Law, as it affects the relations

between Planter and Ryot, from these statistics, for the Planter has generally found it necessary to acquire Zemindaree rights wherever his Indigo manufacturing line of operations extended, and thus again, a power of exacting the fulfilment of their contracts by the Ryots who take his advances, which the present state of the Law fails to afford him; and throughout this District nearly all the Indigo Planters are for the most part their own Zemindars.

6. On the subject of the remarks extracted from your letter to Government, and forwarded with your letter under acknowledgment, I have, as directed, communicated with those gentlemen engaged in the cultivation of Indigo in this District, whose long experience of the working of the present system and chief interest in the subject must necessarily give weight to their opinion on any proposed amelioration of the existing Law.

7. Mr. Larmour considers that the best remedy for the present practically unprotected state of the Planter, in his dealings with the Ryots, who receive his advances for sowing Indigo, would be afforded by placing the enforcement of the contract within the jurisdiction of the Magistrate's Court, as by the provisions of Regulation VII. of 1819 the enforcement of the performance of a contract for any other specific work already lies. "Why," says Mr. Larmour, "should the Planter be the only contractor unprotected by the power to institute summary process in the Magistrate's Court, the only kind of summary process that would prove effective in operation in the case of Indigo-producing contracts?" He considers that the present mode of redress afforded to the Planter through a civil summary suit altogether useless, and a means that, in this District at least, is never resorted to. He further urges the expediency of re-enacting some such legal provision as, under Section III. Regulation V. of 1830, rendered the instigator to a breach of contract for producing Indigo liable to the penalties of fine or imprisonment. A hostile Zemindar's power, in the present state of the Law, to injure and embarrass the Planter with impunity, by instigating his Ryots, or indeed compelling them, to evade the performance of their contracts, is, Mr. Larmour considers, perhaps the greatest evil the Planter has to contend with. He cites, as an instance, the case of Sham Chunder Pall Chowdhurree, who, coming into possession of the proprietary right of an estate of which he (Mr. Larmour) holds the Putnee, failed in his attempt to obtain through the Civil Courts the annulment of the Putnee tenure, actually summoned

his Ryots of another estate who had been in the habit of receiving Mr. Larmour's advances for producing Indigo, and took from them personal recognizances in various amounts, binding them down not to sow a beegah of land for the Bengal Indigo Company.

8. Mr. Savi is of opinion that what is most required is the power to obtain by summary process, in the Magistrate's Court, a lien upon the land for the sowing of which advances are proved to have been made. He also takes the same view as Mr. Larmour regarding the urgent want of some legal provision that shall render the instigator to a breach of contract criminally responsible. The Ryot, he considers, if left to himself, would comparatively rarely evade the performance of his contract, and that it is the arbitrary influence of the hostile Zemindar in the majority of cases which makes the Ryot who has received advances refractory.

9. Mr. Tissendie also points out the utter inefficacy of the remedy afforded to the Planter against the Ryot evading his contract through the Civil Courts, and urges that necessity has compelled the Planter frequently to have recourse to arbitrary measures to enforce his rights, the maintenance of which the present state of Law is practically insufficient to guarantee; he considers that, to make the Law effective in this respect, the evasion of contracts to produce Indigo must be treated as a criminal offence.

10. The other gentlemen whom I consulted have replied to my communication in a joint letter, copy of which I annex for your information, as the most forcible and concise expression of their views on this all-important subject.

11. No better argument can be adduced of the insufficiency of the Civil Courts to afford redress to the Planter, against the Ryot evading his contract, than the generally asserted fact that recourse is never had to those Courts to obtain redress in such cases. The generally expressed opinion is, that summary process in the Magistrate's Court alone affords a remedy applicable to the circumstances of the case, and the issue which it contains appears to me unanswerable—"Why should the breach of all other contracts for a specific work be treated as a misdemeanour, and the person refusing to cultivate Indigo, for the labour expended on which he has received advances, be held amenable to the Civil Court only?" If theoretically the enforcement of a civil contract by penal enactments be regarded as wrong in principle, the theory, if at all, should be uniformly

adopted; the circumstances of the country which rendered it expedient to treat the artizan failing to perform his contract as a misdemeanant are no less applicable to the refractory cultivator who pockets the money advanced to him for producing a certain quantity of Indigo and subsequently refuses to meet his engagement.

12. I think that the re-enactment of the rescinded sections of Regulation V. of 1830, or the framing a new Law, that shall embrace the several suggestions conveyed in the communications of the Indigo Planters, as above-mentioned, accompanied by such restrictions for the protection of the Ryot as Regulation VII. of 1819 contains in regard to other contracts, is much required, and that the introduction of some such measure would have a very salutary effect in all Indigo-growing Districts. I would give jurisdiction to the Magistrate's Court to the extent of entertaining all summary suits instituted to enforce the performance by the Ryot of his contract to produce a certain quantity of Indigo, both at the time of sowing the seed and cutting the plant. The Magistrate should be empowered to order the land to be sown, or the plant to be delivered, for the benefit of the person making the advances. If the Ryot should prove recusant, and elect to undergo the penalty for non-fulfilment of contract, the Planter should, I think, be guarded against the loss of his crop by obtaining in such case a lien on the land to the extent of producing thereon the crops for which he is proved to have made advances. Such penalties also should be provided for the offence of instigating a Ryot to evade his contract as would serve to secure the person making advances for the cultivation of Indigo from the mischievous effects of the ill-will of a Zemindar. On the other hand, if the breach of contracts of this nature is to become a criminal offence, these contracts must be of a more specific and definite character than I take to be the prevailing custom at the present time—they must be written, and the conditions specific as regards the amount of cash advance, the quantity of Indigo to be produced, and the extent and identity of the land upon which it is to be grown. I would limit the period of contract to three years, and if some inexpensive mode of registration of such contracts could be adopted it would give a more *bonâ fide* character to the transaction. Unless the contract could be shown to be of the specific nature above-mentioned, the suit instituted to enforce the performance of it would be rejected, as, whilst it is doubtless expedient to provide some effective summary process by which the Planter may legally

enforce the fulfilment of the contract, care must be taken to ascertain that the engagement which the Ryot has failed to perform was voluntarily entered into by him, and that its conditions were clearly laid down and understood by the contracting party. The remedy through the Civil Courts is practically no less insufficient for the protection of the Ryot in one sense than for the Planter in another. Practically the Ryot who has once taken advances for the cultivation of Indigo is held to be under a perpetual engagement to produce so much Indigo, or it may be an increased quantity from time to time; he has not the option of continuing or abandoning the cultivation of the plant, as he may find most profitable to himself. Whilst therefore it is expedient to afford legal protection, in the only way in which, under the circumstances of the case, it can prove effective to the Planter, care must be taken that the Ryot is not made criminally liable for the performance of a contract which he did not undertake of his own free will.

13. At Mr. Forlong's request I take this opportunity of forwarding a statement with which he has favored me, showing the proportion of lands appropriated to the cultivation of Indigo and other produce throughout the whole estates of Messrs. Hills and Company in this District.

From W. FORLONG, F. MACLAGAN, E. ROBERTS, J. WHITE, J. W. SMITH, H. SIBBALD, and J. BURRELL, ESQS., to F. R. COCKERELL, ESQ., Magistrate, Zillah Nuddea,—(dated the 30th June 1858.)

DEAR SIR,

WE duly received your letter of the 5th instant, which would have met with more immediate attention from us had not some of us been from home, and in place also of each addressing you separately, we have thought it better to offer our united opinions relative to the important suggestions made by the Commissioner in his letter to the Government of Bengal, No. 94, dated 19th August 1856.

2. We are glad to see that the Commissioner confesses that the Law is deficient in the way of affording the Planters redress, when the Ryot is guilty of a breach of his contract with him to sow the land for which he had duly received an advance. This indeed is the chief grievance of which the Planter has to complain in conducting his business; and surely the Legislature might arrive at some proper solution of this difficulty by an Act that would fairly protect both the Planter and the Ryot.

3. We wrote the Commissioner remarks relative to the repeal of Regulation V. of 1830, in as far as it relates to its two most important Sections II. and III., but we are not aware that these clauses were repealed from any reason save that it was thought unjust to visit the breach of a civil contract with penal consequences; nothing in the working of the Act proved that it had operated oppressively, but on the contrary it is well known that the then Governor General, Lord William Bentinck, looked upon the Act as one of the most beneficial he had passed, and that its operation had proved most satisfactory. The Act, we are aware, was regarded with anything but approval by the Home Government; but Lord William, seeing how favorable its practical results were, refused to adopt the opinions of those who, uninformed as to the circumstances which made such an Act necessary, could only prove that in Law it was theoretically wrong, and that the breach of the civil contracts between the Planter and the Ryot could only justify civil proceedings on the part of the former against the latter, and which proceedings, in a country like this, and with such a crop as Indigo, left the Planter practically without any redress whatever.

4. The Act was repealed we think in 1835, shortly after Lord William Bentinck left India, and since that time the Planter has been absolutely without any redress when Ryots have been guilty of a breach of their engagements with him, a state of things which has only forced upon the Planter an immense expenditure to secure the cession to him of zemindaree rights, so as to leave him not quite so much at the mercy of either the Law or Ryot. The Commissioner justly observes that redress through the Civil Courts is subject to so much delay, and in many respects is so inoperative that he doubts whether Planters have recourse to the Law at all as it now stands; such doubts may indeed in this District be reduced to a certainty, for no Planter ever thinks of taking such a step to recover his just due against any Ryot.

5. With reference to the suggestions of the Commissioner, that some summary process should be created so as to compel the Ryot to act up to his engagement with the Planter, we thank him for the same, but unless such redress is to be obtained through a Magistrate's Court it would be fruitless; in a Moonsiff's Court few Planters would think of proceeding against a Ryot in the hope of gaining lands of which the Ryot was conspiring to deprive him.

To give the Planter the right by a summary process, through the Magistrate's Court, to the occupancy of the land for which he had advanced, for the time being, for his Indigo crop, would undoubtedly be beneficial, and an Act which would greatly tend to putting a stop to disputes about Indigo cultivation, and also make the Ryot much less at the mercy of influential parties opposed to the Planter, who so often, for selfish objects of their own, induce the Ryots to evade their engagements with the factory. Against such parties also the Planter ought to have some summary criminal redress. Any Act would be most incomplete in only punishing the Ryot for breach of contract, leaving unscathed the very parties under whose coercion he had acted in so doing. Every Planter could offer numerous instances of Ryots having been compelled against their will to break their engagements with him; and when such conspiracy to injure can be brought clearly home to any party, the Law should enable the Magistrate to take up the case as a serious misdemeanor, and punish the same accordingly.

6. We might now make some remarks as to what the Commissioner observe relative to unpopularity of the Indigo crop, and we think that we could easily show that, as regards this District at any rate, there has been great exaggeration as to the dislike of the Ryot to cultivate Indigo. We believe many are under the impression that the Planters in Nuddea have almost a monopoly of the lands for Indigo cultivation, and that the same acts as a great burden on the population generally, the truth being that not a third of the population of the District is connected with Indigo, and we believe that even in the zemindares held by Planters, not above one-fifth or one-sixth portion of the lands are in any instance cultivated for Indigo, and generally a much smaller proportion. We may add also that not above five per cent. of the area of the District is at all given up for Indigo purposes.

This subject, however, would lead to the present communication extending to too great a length, and we must therefore leave it for some future opportunity.

Abstract of the cultivated and uncultivated Lands, Crops, Population, &c., in the Villages constituting the Neechindipore, Katchee-katta, Hurrah Sonadah and Nundunpore Concerns.

In the five concerns there are 32 Factories, comprising 467 Villages, of which 304 Villages are held in Putnee Talook or in *izara*.

Total lands attached to the 467 villages ...	9,51,775	Beegahs, of which 7,49,618 Beegahs are cultivated, and 2,02,157 Beegahs uncultivated.
Total dwelling houses	50,153	Houses, inhabited by 2,73,542 people, averaging 5½ per house, and in the proportion of 1,22,375 Hindoos to 1,51,167 Mahomedans.
Total lands cultivated for Rice ...	5,24,539	Beegahs, of which two-thirds are again available for cold weather crops sown in October, such as Linseed, Wheat, Gram, Pepper, Sursah, Teal, &c., &c., &c.
Lands cultivated by the Ryots for other crop, such as Tobacoo, Sugar-cane, Pepper, Mulbury, &c., &c. ...	1,30,789	Beegahs.
Total lands cultivated for Indigo ...	94,290	Beegahs, of which 76215 Beegahs are cultivated by Ryots, and 18,075 Beegahs Neezabad or Factory private cultivation.
Total Beegahs ...	7,49,618	

Estimated value of crops from the above cultivated lands ...	5,24,539	Beegahs Rice, averaging say 3 maunds per beegah, and present value in the Bazar 1,8 per maund Total value, Co's. Rs. 23,60,425
Again ...	3,02,295	Beegahs or two-thirds of the above Rice cultivation in Oil Seed crops, &c. &c., as above, and averaging about 3 maunds per Beegah; estimated present value 2-4 per md. Total value Co's. Rs. 20,40,491
Again ...	1,30,789	Beegahs for cold weather crops, averaging 3 md. per beegah and value at present Co's. Rs. 8,82,825
Again ...	94,290	Beegahs cultivated for Indigo, producing this season 3000 mds. or 40 mds. per 1000 Beegahs Factory measure equal to 1,250 beegahs Zemindaree measure, present value 220 per md. 6,60,000
		Total value of produce from the above lands, Co's. Rs. 59,43,741

Proportion of the Indigo cultivation to the total lands, one anna, nine pie
Ditto to the total cultivated lands, two ans.

Proportion also of the Indigo cultivation by Ryots, not including the Factory private land, one anna, four pie to the total land.
Ditto the same to the total cultivated, one anna eight pie.

Population of the Neechindipore Concern	85,699	No. of Indigo Ryots	8235
Katchikatta ,,	1,06,760	Ditto	5741
Nundunpore ,,	37,331	Ditto	1878
Hurrah ,,	30,761	Ditto	2156
Sonadah ,,	12,991	Ditto	1047
Total Population	2,73,542	Indigo Ryots	19,057

Each representing one house and showing at 5½ per house, rather more than one-third of the population interested in Indigo.

Proportion of value of the Indigo produced to the other crops, about two annas.

Estimated rent receivable from the above 467 villages, about 6 lacs 60 thousand.

Proportion of rent on the value of the crops produced one-ninth.

The Indigo crop only occupies the land for half the year, as, immediately the crop is cut in August, the land is available for a cold weather crop, or is left by the Ryots for a crop of Indigo Seed.

(Signed) W. FORLONG.

From the HON'BLE A. EDEN, Joint Magistrate of Baraset, to the Commissioner of the Nuddea Division,—(No. 500, dated the 19th June 1858.)

SIR,

IN reply to your letter No. 30, of the 17th ultimo, calling for a report on any disturbances connected with the sowing of Indigo which have occurred in my District during the last two seasons, I have the honor to report that during the season of 1857 we had no dispute at all worth recording. There were a few misunderstandings between Mr. Hampton and his Ryots, which were all amicably settled.

This year there have been two disputes: I can hardly call them disturbances: the first was the Charghat case, which has been fully reported to you, and regarding which much correspondence has passed between us, and with respect to the rights of which case I believe we entertain very different opinions. It will suffice to say that a dispute arose between Mr. Larmour and his Ryots regarding his right as *dur-izaradar* on a short lease to measure the Ryots' lands with a view to increase their jumma.

The question, however, was settled out of Court by Mr. Larmour's agreeing not to measure if his Ryots would sow Indigo for him; both parties agreed and the Ryots took advances from him. After they had done so, Mr. Larmour wished to get released from his part in the agreement and appealed to you. The Ryots evidently thought this unfair, and complained to me. To punish them for complaining, Mr. Larmour's servants committed great oppression, marking all their best lands and levying cesses. A serious affray appeared to be impending. I deputed a Darogah to keep the peace. Mr. Larmour considered that this was equivalent to my preventing the Ryots from sowing, and complained to you to this effect. You appeared to be of his opinion and directed me to the effect:—"That the Darogah is not there to protect the Ryots any more than he was there to protect the farmer; the Ryots should be told authoritatively that they should fulfil their obligations whatever they may be, and those who fail to do so will take the consequence."

2. I accordingly, in pursuance of your wishes, went to Charghat and the Ryots sowed two beegahs for every plough they possessed without any disturbance.

3. The next case I reported to you in my letter No. 431, dated 7th June 1858, after investigating it myself in the Mofussil. This case

might have led to a serious disturbance. The Baraset Indigo Concern has this year sown very much more than it has ever sown before for years without the slightest disturbance, until after the sowings were properly all over; then from some unaccountable causes Mr. Hampton sent his Sudder Zemindaree Amlah to sow the lands in villages with which the factory had had no dealings for years. These Amlah collected some 200 ploughs and ploughed up all the best lands of two villages, Rice crop included, and sowed Indigo: for the greater portion of these lands no attempt or excuse is made, for some of the lands claimants are brought forward from other villages, but the men do not make the slightest attempt to establish any claim, and three of these false claimants actually complained to me that they had been ordered to claim the lands under threats of a fine of 20 Rs. each, and applied for protection from my Court as they did not wish to do so. The other claimants have all run away, and never came near me when I was in the Mofussil investigating the case. Mr. Cockburn, the Assistant, who in Mr. Hampton's absence acted for him, did not, I am bound to say, attempt to screen the factory people by any false witnesses or claims. He accompanied me over all the lands, and acknowledged that the oppression had been very great.

4. In one village the Ryots turned out and drove the factory people off the lands and beat them slightly, and are charged with having confined two Police Burkundauzes. This latter fact, however, I do not credit. The Burkundauzes were helping the Factory as the Police always do when deputed to keep the peace, and were in my opinion instigated to make this complaint by the Factory Amlah. However I believe that in the crowd they took the Burkundauzes off to the village and let them go again, their object being to induce them to give evidence on their side. I instructed the Ryots that they might do what they liked with the crop, with the exception of a small piece claimed by a man who says he has advances from the factory, but from the Mofussil investigation I am satisfied that this man has nothing whatever to do with the lands. The case is now under investigation. The factory proceedings on this occasion will tend very much to reduce the factory sowings next year.

5. As regards the extract of your letter to Government, forwarded with the letter under reply, I beg to remark that, although in my opinion it is very objectionable that the Police and Criminal Courts should take cognizance of and have jurisdiction in mere mercantile transactions, such as enforcing the fulfilment of contracts to cultivate particular crops, yet

the Planters would be entitled to ask for a more summary and satisfactory process than they have at present if such a thing as a real *bonâ fide* contract to cultivate Indigo existed.

6. From information derived from Planters and Ryots of every District, regarding which I have had an opportunity of making inquiries, I am perfectly satisfied that contracts, *i. e.*, engagements voluntarily entered into by both parties for the purpose of mutual benefit, are almost entirely unknown. The manner in which the so-called contracts are made is as follows:—

The Blacksmith of each village furnishes the Planter with a list of every plough in the village. The owners of the ploughs are then sent for into the factory, and are informed that they will have to sow a certain amount of land, generally two beegahs for each plough. This estimate being made, each man receives two Rupees per beegah advance, whether willing or not; from this two annas are deducted, or in some cases subsequently charged to the Ryot's Indigo accounts for stamps. The Ryot then signs his name on stamped paper generally blank, and this is called a contract. No particular spot of land is mentioned even where the paper is filled up; it is generally considered preferable by "high Planters" that the papers should be kept entirely blank, so that whenever the Ryot demurs to obey a factory order, he is brought to submission by a threat of filling up his stamped papers as a heavy promissory note. I have heard this threat made use of more than once myself.

7. The only men who ever go to the factories willingly for advances are those who go openly with the intention of defrauding either the Planter or the Ryot. These are the middlemen, generally prosperous Ryots who have a number of Jotedars under them. When in want of money for a law-suit or any other purpose they go to the Planter who gives a large advance, but this man never sows a cottah of Indigo himself; he makes all his Jotedars sow five cottahs or a beegah, and thus produces the requisite quantity of plant, sends it all to the factory in his own name and takes the price himself and never pays a farthing to the Jotedar who has actually grown the plant. The Planter never oppresses these men, as they have too much influence, and they are the only men who really ever make money from the factories, except the Amlah. In nearly every village in the Indigo-growing portion of this District one pucca house may be seen, the history of its owner will be nearly always found to be such as I have related above. There is another class

who come for advances. These are men of notoriously bad character whose sole intention is to get money to defraud the factory. If the Planter chooses to give advances to such men, he must run the risk without expecting aid of the Police. The Agra Bank or any other commercial house might as reasonably demand the assistance of the Police to recover money advanced without sufficient security.

8. I should quite agree with the remarks contained in your letter to Government if these contracts were willingly entered into, but as I am perfectly convinced that they are not, I think that the less summary the process to compel their fulfilment the better. If these contracts were willingly made by the Ryots, the Planter would have little cause to have recourse to any Court at all. The whole of the crops in Bengal are grown under advances, yet we never hear of the Mahajuns complaining that the Ryot wont sow his Rice or Jute or Tobacco crop; the reason is, that they sow their crop on what land they like, and sell it at the market price. Ryots have been known to get over 100 Rupees per beegah from their Tobacco crop this year. The average of an Indigo crop is 2 per beegah, that is 10 bundles at 5 bundles for the Rupee; at the very highest rate known the crop never exceeds 25 bundles, which would give 5 Rupees, from which the advance, the price of seed and cultivation are to be deducted, for the price never varies; there is no market price. The mere fact of the way in which the Ryots deliver their plant when cut is sufficient to show the spirit in which it is sown. They never take it to the factory themselves. They cut it and send it in, and make no inquiries about it. They are quite indifferent as to what amount has been credited to them. They know that if they have sent enough to pay their advances twice over, care will be taken to leave a balance in the favor of the factory, so that there will be a hold over them for the next year. The Planter's sole object is not to recover his advances but to prevent their recovery. I believe that there is scarcely a Ryot in Bengal who would not pay up his advances tomorrow if it would exempt him from future cultivation of Indigo.

9. If the Planter was to pay a fair price for his plant, and one that would remunerate the Ryot, there is no reason why he should be less willing to sow this than any other crop; there is no crop that requires so little care; it requires neither irrigation nor manure.

10. There are other reasons which render the cultivation of Indigo so unpopular, *viz.*, that the Ryot is constantly sent for to the factory

regarding his Indigo; if he does not bribe the Ameens, his Indigo is reported as dirty. Twenty or thirty Coolies are then sent to weed it, and the expense is charged to the Ryot's account; this is very unsatisfactory for the Ryots, but satisfactory for the Planter. It increases the Ryot's debt, and is another link in his chains.

11. After he has made the so-called contract, the Ameens come to mark his land and enter it in the chitta. They of course choose the very best land the man possesses, and generally select one or two plots manured for Tobacco or else close to his house, to prevent which he has to pay the Ameen a bribe equal to three or four times the value of the Indigo he will grow. Again although the Planter is generally the izaradar also, he never remits the rent of the land which is under cultivation for him, and he insists upon the Indigo land being changed every year, so that the same crop may not be sown on the same land twice running. All this annoys and irritates the Ryots.

12. If Planters want Indigo they must make up their minds to pay for it. There is no reason that I can discover why a Planter should not take a jumma of each plot of land that he requires. This would settle all disputes at once; the expense would be no more than it is now, as a stamped paper is taken every year from the Ryots, but all such pottahs should be registered, and I think for Indigo contracts a lower rate of registration fee might be allowed, such as allowing the whole lands of a village to be registered in one paper. The cost would be trifling, and the Ryot would not then deny that he had given the land and made a contract, but even then they would frequently have to make contracts under coercion; the Planter being also the landlord has the Ryots so entirely in his hands. The real cause of the oppression in Indigo cultivation arises from this combination. Again the oppression of the factory servants is beyond description. They are generally selected for their unscrupulous character: very frequently a troublesome educated Ryot opposes the factory merely that he may obtain employment by being brought over with an appointment at the factory. He then turns against the Ryots whom he first instigated to opposition. Many of them are retired or discharged Mooktears employed for their known powers of chicanery and getting up cases, teaching false witnesses, &c. They are all underpaid, and it is an understood thing that they are to collect what they can from the Ryots. One of the great causes of complaint of the Charghat Ryots to Mr. Larmour was the gross oppres-

sion exercised by his Naib in collecting illegal cesses from them under the head of *parbunny*. Mr. Larmour refused altogether to entertain such complaints, as it was an established custom; in fact, if the Ryots did not pay the servants the factory would have to do so.

13. In Messrs. Watson's establishment it used to be and I believe is still the custom only to pay servants' wages on the average of the crop; thus if the Indigo crop averaged six bundles per beegah they received six months' pay; eight bundles, eight months' &c. As the crop rarely exceeds ten bundles, the men scarcely ever receive a year's pay: they of course make the Ryots pay the difference. But perhaps the principal cause of disputes regarding sowing is the total inaccessibility of the Planter to the Ryot. In the greater number of the Factories of Bengal the Ryots can never go and complain to the Planter of the oppression of his subordinates. Every complaint comes through the Amlah, and the Planter is guided entirely by the Amlahs' report. The Planters are in the habit of expatiating of their superior knowledge of the condition and sentiments of the Bengallees from being so constantly in communication with them, but an inquiry would prove that, so far from this being the case, there is no class in India so inaccessible to their own Ryots as the Planters.

14. In fact the Ryots dare not go to a factory unless protected by a letter from the Magistrate. Ryots frequently come to me and ask for a letter stating their cause of complaint, that they may thus get an interview with the Planter. Both in the Charghat case and the Morukpore case alluded to above, before the dispute occurred, some of the principal Ryots came in each case and asked for letters to Messrs. Larmour and Hampton. In the first case they went to Mulnath, and Mr. Larmour would not see them although they had actually come to offer to sow Indigo for him; all he said was "let the Ryots go home;" as some of the Ryots afterwards said to me "if he had only abused us, it would have been something." Mr. Hampton also believed his Naib's statement that the men I sent were turbulent characters, and instead of settling the dispute and sowing his Indigo quietly, he was led into the forcible sowing already reported. When I was at Charghat, on the border of Nuddea District, a number of Ryots came to me and asked me to represent their case to the Magistrate of Nuddea. On asking them why they did not go into Nuddea or to Mr. Larmour, they said that they could not speak to Mr. Larmour if they went to him, and that the whole District belonged to him, and they could not get to Nuddea without being stopped and

brought back by the factory servants. Of the merits of their cases I know nothing, as it was no part of my duty to inquire.

15. I think the present Laws are ample protection for the present system of cultivation, which deserves no protection. The reason why the Planters have not recourse to the Civil Courts is that they have no proofs and no written *bonâ fide* contracts. The Baraset Concern professes to have advances due for many thousand Rupees, but they have no proof whatever in support of their claim. They have no one to blame but themselves that their accounts and settlements have been conducted in such a slovenly way. It appears to me outrageous that they should look to the Police to recover balances which they are unable to substantiate in a Court of justice, and it must be remembered that the present balances are all founded on these old arrears and their interest. On the sale of a factory these advances are not, I imagine, paid for by the new purchaser: he therefore has no claim on them. A very small portion of these balances of old advances are actual money paid by the factory: they arise from the system of making up accounts.

16. The Planters in general will, I believe, admit the hardship of the present system as regards the cultivator, and acknowledge that if a remunerative price were paid the Ryots would willingly sow Indigo as they do other crops on advance received from the Native Mahajuns. But they argue that "if we were to pay a higher price, the Indigo would not pay, and if we did not give advances we should have no hold over the Ryot, and he would take his plant into the market and competition would then raise the price to such an extent as would prevent the manufacture of Indigo being carried on." This is an evil that would in my opinion cure itself, for the Planter would not give a pice that would not remunerate him. The rise in price would therefore have a limit. But whether it pays or not appears to me a matter of secondary consideration. Government cannot be expected to keep up a system of forced cultivation, and a forced market, to make the fortunes of a few hundred Europeans at the expense of millions of Natives. The question appears to resolve itself into this. Which is of the most importance, that a certain quantity of a particular blue dye should be annually exported, or that a great and daily increasing cause of discontent and misery to the whole agricultural population of Bengal should be removed? That this discontent is increasing, and is the constant topic of conversation amongst every class of Natives, cannot be denied by those who have

an opportunity of judging of the real feelings of the Natives; and I believe that this feeling has been very much enhanced by an idea that the Government is determined to uphold the Planter against the Ryot; and I think that there is cause to view with considerable alarm the enactment of any measure which will encourage the belief that the Planter will be invested with more summary powers. If there is any difficulty in sowing Indigo in this country in a fair, honest, and legal way, it will be surely better that the cultivation of Indigo should be left for Africa and other countries, where it can be produced without oppressing the people; there is an ample field for speculators and capitalists to invest their money in other products in this country which would mutually benefit them and the cultivators.

17. I quite think that some change in the Law is requisite, although I doubt whether it should be under present circumstances in favor of the Planter; at present, as I pointed out in my report of the 17th May 1858, the Magistrate is frequently placed in the awkward position of having to carry out the instructions of his executive superior by ignoring the rulings of his judicial superior.

18. In the case of Deputy Magistrate Abdool Luteef, he endeavoured to protect some Ryots from having their lands forcibly sown by Mr. Larmour. Mr. Hope was directed to re-investigate, and reprimanded Moulvi Abdool Luteef and punished the Ryots. Mr. Hope's decision was approved by Government, but upset, with severe animadversion, by the Judge.

19. You directed me, in the Charghat case, "to instruct the Ryots authoritatively that they should fulfil their obligations whatever they may be, and those who fail to do so will take the consequences," which consequences, as far as my Court was concerned, were *nil*. My direct interference, therefore, could only be construed into an illegal attempt on the part of the Police to assist the Planter against the Ryot. By the Constructions 385, 661, the Nizamut Adawlut ruled that a Planter had no right "to demand the assistance of the Police for the purpose of compelling the Ryots to fulfil their contracts, and that their only remedy is in the Civil Court, and that the Magistrate cannot interfere in such cases." The only order which a Magistrate can give is to depute the Police to keep the peace, which may mean anything or nothing. Take for instance a case in which a Ryot wants to sow his Rice on a particular plot of land in which the Planter wants to sow Indigo; the Darogah may keep the

peace by letting the Planter sow, and keeping the Ryots quiet, or letting the Ryots sow and driving away the Planter's men, or preventing either party from sowing, and thus virtually attaching the land. Whichever he does, one party is sure to be dissatisfied, and there can be no doubt that the Ryot is the only party who really has a claim on the *land*. He may have contracted, either willingly or under compulsion, to sow a certain quantity of land for the Planter, but what land is not specified in the contract; the Planter may have selected this particular plot of land after the contract was made, and put his mark upon it, but he has no legal right to do so. Yet if the Darogah was to prevent him sowing, he would never hear the end of it.

20. A case under point is now before me. The Darogah of Hobrah was deputed by me to keep the peace between Mr. Hampton and the Ryots. Mr. Hampton's men came with some 200 ploughs, and ploughed up the Rice crop and sowed Indigo. The Darogah stood and looked on. On my going out and seeing the state of the case, and that these lands belonged to men who had nothing to do with the factory, I reprimanded the Darogah for allowing them to be sown. He said, "what could I do?" I was ordered to keep the peace, not to inquire into the right of the factory to sow. I could keep the peace by keeping the Ryots quiet, but not by stopping the factory people; they threatened to sue me for every hour's delay in sowing the seed. I suspected they had no right to sow, but had no order to stop them if I thought they were acting illegally. I did not punish him, for I saw what a difficult position he was in, and I am aware that if he had stopped the sowing, the factory people would not have rested till they had ruined him.

21. Mr. Larmour complained to you that I had caused all his Ryots to refuse to sow, by saying that it was optional with them to sow or not, as they liked. You appeared to think that I had acted wrongly if I had done so. I never did do this, as I explained to you. But what can be said of a system, the consequence of which is that such an expression should be able to stop the cultivation of a particular crop. I am aware that if I was to express such an opinion to the Ryots, it would tend to put a stop to the cultivation of Indigo. But it would take a great deal of positive force to dissuade them from sowing a cottah less, Tobacco, Jute, or Rice, than they intended.

22. An honest determined Committee of Inquiry would soon show that all I have stated is true, provided that a guarantee was given to the

cultivators that measures would be taken to protect them for the future, otherwise they would only injure themselves by stating the truth, and would conceal their real condition through fear of the consequences.

23. You will excuse me if you consider that I have said more than is befitting an Officer holding the subordinate office that I do, but I think it is the duty of every man to give his opinion fully on so important a subject, even although it may be opposed to the expressed opinion of his superiors.

P. S.—Another reason suggests itself to me, why the Criminal Court should neither adjudicate summarily in questions of contracts to sow Indigo nor compel their enforcement.

Even supposing such contracts to be voluntary engagements, their non-fulfilment would not necessarily imply fraud. The Ryot might have taken the advance with the distinct intention of sowing the amount of Indigo he engaged for, but by oppression of his Zemindar, or loss of his cattle or other misfortune, be unable to carry out his intention without the slightest *mala fides*. It would be very unfair that he should be treated as a Criminal, and it would become a mere question of adjudication as to what amount of the advance and what interest he should return.

This, I apprehend, would only be decided as a Civil suit, and as such objections would in all probability be raised in every case of non-fulfilment of contracts, the Magistrate's Office would be converted into a Civil Court to adjust a question of damages.

From E. C. Moloney, Esq., Magistrate of Jessore, to the Commissioner of the Nuddea Division,—(No. 424, dated the 29th July 1858.)

Sir,

In reply to your letter No. 30, dated the 17th of May, calling for a report on the disturbances connected with the sowing of Indigo during the past two seasons, I have the honor to forward a statement for the two years ending May 1858, similar to the one I submitted in 1856.

There have been three affrays in which parties were said to have been killed, in one of which only the fact of murder was established satisfactorily. There have been others of a less serious nature.

I have generally found that where there has been systematic and active resistance by combination to the sowing of Indigo, it has been excited by some influential party, or by some reasons apart from the general

dislike to the cultivation of Indigo. This I ascribe to the fact of its being the weak point with the Planter, and consequently the one assailed with the best chance of doing injury and with the least chance of being injured. I would certainly recommend the enactment of a Law to allow the Planter to enforce the fulfilment of his contract by summary process. If the process of allowing the Planter *himself* to enforce his right to sow, as recommended in the 15th paragraph of your report to Government, is adopted, the abuse of it would require to be guarded against by very strict rules as to the contracts that would be recognized in the Court to which the Ryot would have the option of appealing. Mr. Beaufort, I recollect, when Joint Magistrate of Pubna, wrote a Note on the subject of contracts for Indigo at the request of the Lieutenant-Governor. I have not been able to find this Note for reference, but I recollect that it contained some valuable suggestions, and it will doubtless exist in your Office.

Number of petitions occasioned by disputes connected with cultivation of Indigo from 1856 *to* 1858.

	Cases under Act IV. of 1840, connected with Indigo.	Trespass in Indigo by cattle.	Forcibly breaking Paddi and sowing Indigo.	Forcibly breaking Indigo and sowing Chunna and Paddy.	Oppression connected with Indigo.	Attempt to assault and plunder connected with Indigo.	Likelihood of committing breach of peace connected with Indigo.	Obstructing the sowing of Indigo.	Breach of Contract.	Forcibly building a house on the Factory.	Absconding without giving charge of papers, &c., connected with Indigo.	Resistance of process under Act IV. of 1840, connected with Indigo.	Affray and riot attended with murder.	REMARKS.
1856.														
Jessore ...	3	4	5	1	16	1	11	0	0	0	0	0	0	
Magoorah ...	1	12	3	1	9	2	0	1	*3	0	0	2	0	* These cases are for breach of contract by servants, and not for the sowing of Indigo.
Khoolnea ...	0	3	1	0	1	0	0	0	0	0	0	0	0	
1857.														
Jessore ...	1	4	3	0	22	12	7	1	0	0	0	0	0	
Magoorah ...	22	9	9	1	21	13	2	15	0	1	0	0	1	Established.
Khoolnea ...	0	5	1	1	2	0	0	2	0	0	0	0	0	
1858.														
Jessore ...	0	0	3	0	14	1	4	6	0	0	0	1	0	
Magoorah ...	2	7	4	3	5	7	1	0	0	0	0	2	0	
Khoolnea ...	0	0	1	1	24	1	0	1	0	0	1	0	1	} Not established.
Gopalgunge ...	0	0	0	0	0	0	0	0	0	0	0	0	1	} Not established.

(Signed) E. C. MOLONY,
Magistrate.

JESSORE;
Magistrate's Office,
The 29th July 1858.

No. X.

From Lord H. U. Browne, Under-Secretary to the Government of Bengal, to J. Cockburn, Esq., Deputy Magistrate, attached to the Dacoity Department, Moorshedabad,—(No. 7243, dated the 17th December 1859.)

Sir,

The Lieutenant-Governor having been informed that you were for several years employed as an Indigo Planter in this country, has desired me to request that you will favor him with your opinion, formed from your experience, of the present system of Indigo cultivation, giving any information and mentioning any facts illustrative of that system which may be within your knowledge.

From J. Cockburn, Esq., Dacoity Deputy Magistrate, in charge of the Jessore Office, to Lord H. U. Browne, Under-Secretary to the Government of Bengal,—(dated the 31st December 1859.)

My Lord,

I have the honor to acknowledge the receipt of your letter No. 7243, dated the 17th instant (received on the 24th), requesting me to state, for the information of His Honor the Lieutenant-Governor, my opinion, formed from experience, of the present system of Indigo cultivation, and to mention any facts illustrative of the system which may be within my knowledge.

In reply I beg to state that I have ever considered the present system a great mistake, but a mistake which, if any endeavour were made to rectify, would, I think, bring certain ruin on most Planters at the time, however well it may thereafter answer.

My experience has been derived from the system pursued in the District of Baraset, and the Kishnaghur factories bordering on it. I believe there is less of what is called "zooloom" there than anywhere else, for the Ryots are proverbially more independent about those parts than in any other part of Bengal.

There are two entirely different systems pursued in "Illaka" and "Bay Illaka" villages, in making advances for the cultivation of Indigo plant. In the latter generally it is a matter of choice; in the former it is compulsory. In a "Bay Illaka" village, or a few villages of the kind entirely surrounded by the Planter's "Illaka" ones, or if the Zemindar were friendly to the Planter, of course choice would be out of the question, but a village or villages quite distinct and at some distance from the Planter's "Illaka," and the Zemindar of which favored his Ryots, it would be impossible for the Planter to force advances on them, or even if they held former advances (which is often the case), to get them to settle their accounts. The most miserable and destitute of these men are those who come into the Factories when in distress and beg for advances, fully resolved, when the time for sowing came, to evade any contract they may make (and in this they would to a certainty be backed up by the Zemindar). The Planter is fully aware of this, but his great object being to show an increasing cultivation on the books of the Factory, thereby increasing its value, he makes the advance trusting to his luck at some future time to prove in the Courts that his advance was taken voluntarily, and the contract entered into unfulfilled; and if an order can be procured from the Magistrate of the District to compel the Ryot to sow, or a Darogah is sent out to prevent a breach of the peace while the Planter is sowing his own lands (which is much the same thing), why, the lands of the Ryots who took advances are not only sown, but adjoining lands belonging to other "Bay Illaka" Ryots, who have never had advances, are at the same time finished off, the Darogah being present the whole time and ready to report that no "zooloom" was committed in his presence! These Ryots, whose lands have thus been forcibly sown, seeing they have no help for it, come in afterwards and take the usual advance of 2 Rupees per beegah, thinking it just as well to get something for their lands at once, for they know full well that if they waited till the time of cutting and manufacturing it is very little plant they would be credited with. This is the way cultivation originates generally in Bay Illaka villages.

There is another way also, which is this, and is common about the large concerns in Kishnaghur and Jessore.

If a few "Bay Illaka" Ryots with small and unprofitable jummas can be persuaded to sell them to the Planter, he will pay them ten times the value of the jumma, as his object is only to get a footing at first in the village. As soon as he is in possession, he will sow the lands (which are intermixed with those of the other Ryots) with Indigo. This plant will be most carefully watched by his servants, four times as many servants being often allowed for the protection of these lands than would be allowed for the same amount of land in any other part of the concern, the object being to seize all cattle that may be found trespassing on or near the lands, and bring them into the Factory; this will necessarily bring in the owners of the cattle, who are willing enough to pay any fine the Planter may impose for damage done his plant, but this is not what he (Planter) wants. The cattle are not released till the Ryots knowing full well what is required at last agree to sow a few beegahs of Indigo, but without taking advances: this is agreed to and the cattle released (or perhaps they may be confined till the lands are sown). This being done they are for the future Factory Ryots, for at the end of the year whatever the produce of the lands may be, still the Ryots will find that they owe the Factory something upon which an account is at once opened, and they and their successors booked for ever. It does not require a particularly sharp Mohurir to manufacture such an account.

In an "Illaka" village it is quite a different thing; the method there adopted is summary and refreshing.

Immediately a Planter gets the *izara* of a village, his principal object is to ascertain how many ploughs it contains (two beegahs to a plough being the lowest allowance). Of course, if he sent his servants from house to house to ascertain how many ploughs each Ryot possessed, his returns would be decidedly erroneous and much below the correct number, for the ploughs would be concealed at the bottoms of tanks, or sent away to some adjacent "Bay Illaka" village, or disposed of in some other way till the inquiry ceased; then at the time of ploughing and sowing, when they would be reproduced, a few annas judiciously applied would blind the Factory servants more effectually. The Planter knowing this adopts a certain and satisfactory means of obtaining the information he requires by at once seizing and bringing into the Factory the

village Blacksmith. He of course has had the making and repairing of every ploughshare in the village, is paid annually a certain sum by each Ryot (in money or grain) for every plough in use throughout the year, and can tell exactly how many each man has.

Another person sent in for at the same time is the village Barber, but this is merely to bind him down to report the marriages which occur in the village, as on the marriage of a girl the Izzadar gets a nuzzer called "Bâtee Salamee" of 3 Rupees, and on that of a boy 1 Rupee; however this has nothing to do with the cultivation of Indigo plant, and is exacted by all Zemindars.

The information relative to the ploughs being obtained, the Ryots are sent in for and an advance of 2 Rupees per beegah, at the rate of *at least* two beegahs (and sometimes six beegahs) per plough is made them; their signature (if they can write, if not they simply touch the pen) is taken to a blank Stamp Paper, the value of which (2 or 4 annas, as the case may be) is added to the amount advanced (I mean to their account.) The Ameens and Kalashees then go to the fields, and put the Factory mark on the best lands (unless bribed), which may have been reserved and manured for months for the cultivation of a remunerative crop, and certainly not Indigo, which cannot pay, as I shall show.

The Ryot gets a nominal advance of 2 Rupees per beegah. I say nominal, because, after he has made the usual present to the Amlah, &c., there is very little of the 2 Rupees left; but say he gets his 2 Rupees, at the end of a good season his account per beegah would stand so:—

A beegah of the very best plant, 20 bundles, at 5 bundles for the Rupee	Rs.	4	0 0
Deduct expenses incurred by Ryot in cultivating that same beegah—			
Stamp Paper	0	2	0
1. Seed	0	10	0
2. Five Ploughs	0	10	0
3. Sowing charges	0	3	0
Weeding ditto...	0	6	0
4. Cutting ditto	0	4	0
5. Rent of Land	1	0	0
		3	3 0
6. Balance in favour of Ryot...		0	13 0

30

1. Whatever the price of seed may be, the Ryot is always charged at the rate of 10 annas per beegah.

2. Lands that have grown a previous crop, and are consequently partially broken up, require to be ploughed at least five times before being sown. Ploughs are generally hired at the rate of eight for the Rupee.

3. This is the cost of one plough required at the time of sowing, previous to the seed being thrown into the ground, as also the cost of a *bashee* or bamboo ladder, which is drawn over the land by bullocks after it has been sown, and the cost of the hire of which is one anna.

4. It requires three laborers to cut a beegah of good plant in one day; this (if the Ryot is unwilling to do it himself) is accomplished by the Factory Coolies, who are paid at the rate of 2-8 a month each.

5. This is supposing the rent of the land to be 1-8 per annum. The first six months of the Bengalee year (that is from Bysack to Assin) are supposed to yield the most profitable crop to the Ryot (this is the season for Indigo), and the Zemindar invariably receives two-thirds of the annual rent for that period. If a Ryot rented a beegah of land, the rent of which was 1-8 per annum, for only the latter six months of the year, he would pay the Zemindar only eight annas, the crops raised in those six months being considered far less valuable than those capable of being raised in the previous six months.

6. It must not however be supposed for a moment that the Ryot receives these thirteen annas! Having been paid four Rupees for his plant, the Amlah are entitled to two annas on each Rupee, which reduces his profits to five annas, and from this he has still to fee the Ameen, Kalashee, &c.

The amount of the original advance is never deducted from the value of the plant, if by so doing it releases the Ryot from his liability to the Factory, but the value of plant is paid him in full and the original advance still stands against him on the Factory books.

Every Planter on the above account being shown him, would select some different item to object to. One would say I never charge a pice for weeding, because I never have it done. I grant some lands, especially about Kishnaghur, don't require weeding—the land is so favorable to the growth of Indigo that, in spite of grass, &c., it grows luxuriantly; but if they deduct the amount stated by me (6 annas), they should be asked to state what the Ryot is charged for the carriage of Indigo

plant, to the vats. This is paid by some Factories, but in many the Ryot has to pay for the conveyance of his plant. Again, on those lands where weeding is not necessary, the Ryot loses quite as much or more than would have been debited him for weeding expenses, from the loss sustained in rent; for lands on which weeds and grass are not found must have undergone great cultivation, are superior lands and rented accordingly.

I may here add, that in Factories not situated on rivers or lakes, and to the vats of which plant cannot be conveyed but by carts and bullocks the Ryots are even greater sufferers than where water carriage is available, for this reason that, during the manufacturing season Mofussil roads (where there are such things) are in a fearful condition, and the damage done their carts and bullocks is very considerable. They are paid at the rate of five Rupees per 100 bundles; and when one comes to think that a cart cannot possibly bring in more than four bundles at a time, which, by Factory measurement, come to two or two-and-a-half bundles, and that a bullock never brings in more than three-fourths of a bundle at a time, and that perhaps the plant is being brought in from lands two or three miles distant from the vats, and from which more than two loads cannot possibly be brought in in a day, profit is a thing not even to be hinted at.

Another Planter will say that a beegah of good plant will yield from twenty-five to thirty bundles; but they would find it difficult to show by their books that a Ryot was ever credited with that amount of bundles to the beegah. During the whole period of my experience I never saw a beegah yield above twenty bundles, and that *very* seldom.

An average of ten bundles to the beegah is thought a first-rate season; the general average in most good concerns is eight bundles.

When plant is sufficiently high to calculate the probable amount of bundles each beegah will cut, an average statement, called a *Coot*, is made, in which the lands are divided into first, second, third, and fourth quality.

The *Coot* of a thousand (1,000) beegahs of good plant would stand so :—

"Coot" of 1,000 *beegahs of good Plant.*

First quality lands, which are expected to yield 20 bundles per beegah ... ... 250 beegahs.

Second quality lands, which are expected to yield 12 bundles per beegah	300	beegahs.
Third quality lands, which are expected to yield 7 bundles per beegah	250	„
Fourth quality lands, which are expected to yield 3 bundles per beegah	50	„
Total ...	850	beegahs.

The other 150 beegahs would have nothing fit to calculate, and would be entered as *Looksan*, or loss.

I should mention, however, that the books of my own late Factories would show a Ryot who held an advance of 10 beegahs credited with 400 bundles in one season! But then that Ryot was also the Gomashta of the Factory, and cut every other Ryot a few bundles, which he added to his own account. The Gomashtas and their relatives (if Ryots) make of course a profit. No Ryot, I am certain (by honest means), yet made a profit by cultivating Indigo under the present system.

Some Planter may to confound me and confute the above statement request Government to depute one of their servants to the concern nearest Calcutta, *viz.* Baraset. Here it is true that in nearly every village he will show a *pucka* upper-roomed house, surrounded with "Golas," and every other sign of affluence, belonging to the headman of the village, and that same headman will allow that he made all his wealth by the cultivation of Indigo; but then the question is how? His word must be taken for it; he has no books or accounts to support his statement beyond those of the Factory, which are so much waste paper so far as the actual truth is concerned. Call on any Mohurir of any Factory to swear to the truth of any such account written by him, and he is certain to raise an objection.

The way these headmen have made their money is this. They hold an extensive jumma in the village, which they let out in small portions to the poorer Ryots, who consequently become their "*Jotedars.*"

At the time the advances are being made at the Factory, this headman goes in and says, "I will get you sown 100 beegahs in my village;" such and such a Ryot will sow so much, another so much, and so on. The

advances are written off in the names of those Ryots, and the headman receives the money! When he gets back to his village he sends in for his "*Jotedars*," informs them that each man is to sow a certain quantity of Indigo for *him*, and perhaps, if in a particularly generous mood, he lets one off an old debt of a few seers of paddy (for he is their Mahajun also), or gives another 8 annas, and so on. The lands are sown, and the plant when cut and taken into the Factory is accompanied by the headman, who dictates to the "*Amdanee Nobeesh*" (or Mohurir, who writes the plant account) what number of bundles he is to credit each man with, and what number himself (headman). This is the only way in which the cultivation of Indigo pays the Ryot.

The most convincing proof that Indigo honestly cultivated is an unprofitable crop, and that the expenditure is by no means covered by the returns, is evident from the fact that most concerns have altogether discontinued or considerably reduced their Neezabad sowings. I mean the Neezabad that requires actual cultivation, not Churs!

Where it is still carried on, the cost per beegah (*exclusive* of ground rent and price of seed) is never under 3-4, *vide* margin.

First "Copanee"	Rs.	1	4	0
Second ditto	„	0	10	0
4 Ploughs	„	0	8	0
Sowing expenses	„	0	3	0
Weeding	„	0	6	0
Cutting	„	0	4	0

I have put weeding down at 6 annas per beegah here, as also in a former part of this letter; but I don't mean to say *that* is what it really costs. It depends on the description of land, and may cost labor equivalent to 2 Rupees per beegah; but 6 annas is the average of what a Ryot generally gets to procure extra hands and get his lands cleared rapidly; his own labor is in no case considered.

The books of some Factories may show a profitable Neez account, in fact they generally do, but they are never to be depended upon, the object of the Amlah being to show that this cultivation pays, for this reason that, in consequence, a deal of money passes through their hands, the dishonest expenditure of which cannot easily be perceived; they consequently screw the Ryots, and add a few of their bundles to the Neez account, showing thereby each beegah to have cut some extraordinary number of bundles. Besides, Neez bundles are measured fairly, that is, the measuring chain is put over the middle of the plant, whereas Ryotty plant is invariably measured with the stocks protruding on

each side of the bundle, the soft or leaf part of the plant being in the centre, over which the chain being passed with the whole strength of one of the strongest of the Factory servants, the leaves and soft branches are compressed, and what with fair measurement would be two bundles, or a bundle-and-a-half, or perhaps more, is put down at one bundle!

I believe, however, I have far exceeded the limits it was intended that I should have confined myself to. I beg to apologize for having done so, but cannot conclude without saying this, that the Ryots of a European Indigo Planter are far better situated than those of a Native Zemindar who works his own Factories. These latter never receive a pice of advances, are never paid either the value of their plant or the amount expended in conveying it to the Factory. The only expense to the Zemindar is the price of seed (and a few of them keep a Manager, whom of course they must pay); beyond this, and the cost of packing and conveying to Calcutta, I don't believe they expend a single pice! This I have witnessed with my own eyes, for I was surrounded by Native Factories, and saw for years the system they were carried on under.

Again, most European Planters listen to the complaints of their Ryots; and if they don't afford them redress, still the Bengal Ryot is generally quite satisfied if he can only get at his "*Moneeb*," and relate his grievances in his loudest voice. He can then go back to his village and brag about the friendly way he was treated, and this no doubt keeps the lower Factory servants somewhat in check. But it is next to impossible for the Ryot of a Native Zemindar to get to him. In the first place he generally resides miles away, or in quite a different District from his Factories, and an ordinary Ryot cannot afford the time the journey there and back would occupy; besides no Ryot would attempt to face his Zemindar without a Rupee in his hand as a *Nuzzur*. If he was fool enough to present himself without this necessary article, the result would undoubtedly be a shoe-beating and a summary ejection; in fact, it would be next to impossible for him to get to his Zemindar without previously feeing the Amlah, and showing them that he had the necessary *Nuzzur* about him. And most Ryots cannot afford this expensive style of visiting.

Whatever Acts may be passed for the protection of the Bengal Ryot will only affect the most blameless of Planters, and those in whose

concerns there is the least "zooloom." I allude to those Planters who have no zemindary, &c., and who are consequently obliged to be more just and conceding in their dealings with their Ryots. Those on the contrary, who have zemindary, &c., will laugh at any Laws that may aim at a reform in the present system, not that they would openly resist them, but that the Law could never be brought to bear upon them, for this simple reason, that no Ryot of theirs would dare to put himself under its protection, while his jumma, and in fact all he possessed in this world, were in the hands of the Planter.

No. XI.

Petition of SREEMUNT HOLDAR and others, inhabitants of Collinga, Thannah Handrah, Zillah Nuddea, to the Hon'ble the Lieutenant-Governor of Bengal,—(dated the 12th August 1859.)

MOST HUMBLY SHOWETH,

THAT your Honor's petitioners most humbly beg leave to present to your Honor that Eshure Chunder Mitter, Gomashta of Mr. William White, son of John White, of Bansbarria Indigo Factory, accompanied with thirty or thirty-two lattials, shurkeewallahs, together with hackeries, attacked their houses on 26th April and plundered the ornaments of gold and silver including the plates made of brass and bell-metal and in cash, as also the *paddy, mustard seed, linseed, gram, wheat, cows* and *calves*, &c., and drove the owners (your petitioners) together with their families.

Your Honor's petitioners, after having informed this catastrophe at Thannah, laid their complaint before the Magistrate. The Magistrate referred this suit to Mr. Howell, the Deputy Magistrate, who, after taking their respective complaints and witnesses, summoned the defendants by summon, and went to make a personal and local inquiry. After the local inquiry he told both the plaintiffs and defendants to decide the dispute or complaint by arbitrators. Both the plaintiffs and defendants consented to it, and the case is not yet decided by the arbitrators.

The servants of the Indigo Planter has driven your Honor's petitioners from their houses, and has plundered their Estates amounted to six or seven thousand Rupees, and the suit that was instituted for these is still pending on. It has costed your Honor's petitioners many Rupees for the brick-built houses; they have their paternal Jammy lands and trades; they have to get upwards of twenty or twenty-five thousand Rupees from their debtors, and how they can leave these estates and retire to a different place?

Owing to their misfortunes the Criminal Judges have not ever attempted to check the aggressions of the Indigo Planter, who is oppressing the Ryots of Gobindpore, and has undone the Biswas family of Poragatcha.

It is not unknown to any one that the Indigo Planters are rich, violent, and cruel men.

Your Honor's most humble petitioners most humbly pray that an order from your Honor should be issued to the Sessions Judge or the Commissioner of Circuit, or even at least to Baboo Dwarkanauth Dey, the Deputy Magistrate, to investigate the case, and thereby the oppressions of Mr. White would be discovered, and by means of which your petitioners would be able to recover their losses and to go back to their respective houses.

And your petitioners, as in duty bound, shall ever pray.

Petition of OKHIL CHUNDER BISWAS, inhabitant of Dariapore, Thannah Meherpore, Zillah Nuddea, to the Hon'ble the Lieutenant-Governor of Bengal,—(dated the 12th August 1859.)

MOST HUMBLY SHOWETH,

THAT your Honor's Petitioner was a servant of Mr. William White, son of John White, of Bansbarria Indigo Factory; in his ordering your Honor's petitioner to oppress the Ryots both of his and others, your Honor's petitioner refused to do it, consequently Mr. White being much irritated discharged him from his situation; after that on the 21st April he deputed one Omesh Chunder Ghose, inhabitant of Kistopore, with seven or eight men (shurkeewallahs), who having arrested your Honor's petitioner from the village of Joypoor and carried him away, your Honor's petitioner's nephew, Beepin Behary Biswas, in order to release your Honor's petitioner from their hands, laid complaint before the Magistrate on the 28th April; proofs were called upon from him and referred the case to the Deputy Magistrate, Mr. Howell, who, after taking proofs, sent Perwannah to the local Police with orders to release your Honor's petitioner; on this the Mooktear of Mr. White sent the information to Mr. William White, who and his servant, Omeshchunder Mookerjee, after consulting themselves brought ten or twelve shurkeewallahs, who in the night-time having apprehended your Honor's petitioner, carried him away within the limits of Mr. White's talooks, farms, and pŭtnee estate from village to village, giving nothing to eat but paddy. In this miserable state, on the night of the 28th May being rainy, he made his escape and applied before the Magistrate, and on his laying the complaint he referred the suit to Mr. Howell, the Deputy Magistrate, who took his deposition on the 30th May and issued subpœnas on the witnesses, namely, his four witnesses, who having appeared gave their depositions. Of the remaining witnesses, your Honor's petitioner repeatedly petitioned

to the Deputy Magistrate that they should be summoned by the Darogah of the Thannah, and also he verbally applied for the same repeatedly; but that Officer instead of hearing his proposal now and then advised him for the sake of Mr. White to withdraw the case by a compromise. It is to be lamented that Mr. Howell advises your Honor's petitioner for compromise. Mr. Howell always dines with Mr. White of Bansbarria Factory and writes letters to him frequently, and on his not trying the cases impartially, belonging to this factory, the oppression of that gentleman having been increased gradually, plundered at once three or four villages and have ruined the innocent Ryots of the village.

As your Honor's petitioner is a poor Ryot, and the Indigo Factors are powerful and rich men and riotous, he therefore most humbly prays that his case be referred to the Deputy Magistrate, Dwarkanauth Dey, or to the Sessions Judge, or to the Commissioner of Circuit, for re-investigation and trial, that the Officers may summon his remaining witnesses through the Police Darogah, and to take their depositions by him, by means of which the defendants would be punished and the amount of the loss of your petitioner might be recovered.

And your petitioners, as in duty bound, shall ever pray.

Petition of RAMCOOMAR BISWAS and others, inhabitants of Gobindpore, Thannah Hanshkhally, Zillah Nuddea, to the Hon'ble the Lieutenant-Governor of Bengal,—(dated the 12th August 1859.

MOST HUMBLY SHOWETH,

THAT your Honor's poor petitioners most humbly beg leave to represent their miserable situations before your Honor's awful presence.

That owing to the various kinds of oppressions made upon them by the Indigo Factors of this District, which if at full length are stated will be a very long representation, therefore it is briefly stated as follows, for your Honor's favorable consideration and orders, that they may be able to inhabit in this country retaining their respects.

That the son of Mr. John White, Mr. William White, of Bansbarria Indigo Factory, and Mr. Hampton, the Manager of Hanshkhally Indigo Factory, the latter having arrived in this country after having ruined the Ryots belonging to the Patkabarria and Hobrah, &c., Indigo Factories.

Now having engaged to Mr. White he began to oppress your Honor's petitioners and others.

Messrs. J. and W. White having taken from the Zemindars and Talookdars their estates in farm and putnee in an enhanced annual jumma and value; some of the Zemindars have given the same by their own will, but who have not at first consented to give their estate to them. They by means of instituting groundless suits against them in the Courts, and made them to expend much money, and having shown fears of different kinds, forcibly took possession of their estate; afterwards on demanding the excess rents from the Ryots (your poor petitioners), not consenting to the same and refusing to pay the enhanced rent, and not taking the advances of Indigo plants, their houses are plundered, their cattle, &c., are forcibly carried off, and annoying them by not allowing them to cultivate the lands, keep them in confinement in the Indigo cake godown, and are in the habit of taking their lives.

On their prosecuting for the same to the Magistrate of the Zillah, who at first does not ascertain whether the prosecutors' friends who are in confinement in the factory are still living or dead, but calling for proofs of his complaint.

Your Honor's poor petitioners being Ryots, and the defendants, Indigo Factors, rich and wealthy persons, who having held in farms and taking putnee of all the estates, every person resided therein are dependents and obedients to the Factory gentlemen, they do not come to give the evidence in the Court for the fear of the Factory gentlemen. Should any one dare to come before the Court for the purpose of giving his testimonies, the said gentlemen punish and ruin them in the manner above described, consequently it is impossible to produce any witness in Court to prove the grievances. Now, the aforesaid gentlemen and Shomenauth Gangolee, the Gomashta of Hanshkhally Indigo Factory, having entered to advance your Honor's petitioners by force, they refused to take the same. Being exceedingly irritated, and with a view of plundering their houses and properties sent some lattials and shurkeewallahs in their service, and carried off by plundering their cattle, and both paddy for their supporting and seed paddy for sowing; consequently for want of paddy and cattle they could not cultivate their lands for a year; their families are dying for want of sustenance; and that one Seetul Turufdar, an inhabitant of the village of Gobindpore, was carried off forcibly on the 9th Assin last, whether murdered or kept in prison is uncertain.

For the release of that individual your Honor's petitioners have repeatedly reported to the Police and petitioned to the Magistrate; the Police Officers being satisfied with the pecuniary remuneration from the Factory gentlemen do not adopt necessary measures for the release of the man, and the Zillah Criminal Authorities unfortunately do not pay any attention to the complaint; and secondly with the persuasion of ruining your Honor's petitioners, the Factory gentlemen falsely instituted suits for balance of rents either in self or *benamee*, but Mr. C. S. Belli, late Collector of this District, being an upright and impartial Judge, your petitioners have obtained redresses from those complaints.

Your Honor's petitioners being exceedingly distressed for supplying the costs of the aforesaid suits, they could not support themselves and their families with ease for the present, and it is impossible for them to gain the suits which are instituted against them by the wealthy Indigo merchant.

Your Honor's petitioners most humbly beg to solicit that in order to prevent the oppressions of the aforesaid Indigo merchant (who, exclusive of his ruining the village of Gobindpore, has also ruined the Haldars of the village of Collinga and the Biswas family of Poragatcha), an order may be issued upon the Sessions Judge of this District or the Commissioner of the Division, to relieve the aforesaid Seetul Turufdar from the confinement of Mr. White's prison, and adopt such a measure that your Honor's petitioners are enabled to retain their respective abodes.

And your petitioners, as in duty bound, shall ever pray.

Petition of RAM GOPAUL BISWAS and others, Inhabitants of Poragatcha, Thannah Hanshkhally, Zillah Nuddea, to the Hon'ble the Lieutenant-Governor of Bengal,—(dated the 12th August 1859.)

MOST HUMBLY SHOWETH,

THAT your Honor's petitioners most humbly beg leave to represent to your Honor the oppression which William White, son of John White, of Bansbarria Indigo Factory, has exercised, and which he is now exercising, will be discovered as related below.

At the time of Mr. Patrick Smith, the Shareholder and Manager of the Factory of Bansbarria, the uncle of mine (Ramgopaul Biswas) named Joynarain Biswas was Dewan of that Station for many years. A misunderstanding arose between William White and Patrick Smith; the latter left his situation and went to a different place. After his departure

Mr. William White told your Honor's petitioner's uncle "that you possess great estates and therefore give me those things," but on the refusal of your Honor's petitioner's uncle he bought some paddy from him.

Not long after this Mr. William White dismissed your Honor's petitioner's uncle from his situation, and began to dispossess Joynarain and his nephew Gopaul Biswas of their Jammy and rent-free lands, gardens, &c., and for the purpose of driving them from the village he collected four or five hundred lattials, shurkeewallahs. To get rid of this impending danger they petitioned before the Magistrate on the 26th and 27th April and proved the same, yet the Magistrate out of his attachment to Mr. White dismissed the case.

On the 26th April the lattials of the above-mentioned Indigo Planter plundered your Honor's petitioner's relations, Umbica Churn's, Ukhoy Churn Biswas' and Nobin Chunder Sircar's houses. On their laying complaint before the Magistrate, who appointed Naib Darogah of Handrah to make a personal and local inquiry.

During the staying of the Police Officer he cultivates the soil by his own hired men, and enjoys the production of the soil as also the fruits of the mangoe and jack trees and the fishes of the pond.

To remedy this calamity, your Honor's petitioner, Ram Churn Biswas, presented a petition to the Magistrate on the 23rd June, relating the whole affairs; the Magistrate, out of his attachment to Mr. White, did not do anything to prevent the oppression.

The above-mentioned Indigo Planter has deprived your Honor's petitioners' estate upwards of 1,00,000 Rupees, an oppression unexampled in the British Government.

In the village your Honor's petitioners escaped for some time from the assaults of Mr. White's lattials. Your Honor's petitioner, Umbica Churn Biswas, then petitioned on the 9th, 10th, 25th and 28th May, and removed his families and of some his estates into Goarry.

The above-mentioned causes enraged Mr. White, who plundered their paddy and dispossessed them of their trade, amounting to eighty or ninety thousand Rupees, and even without letting them to enjoy the fruits of the mango and jack trees, &c., the fishes of the pond, or letting them to cultivate their own land. Mr. William White has dispossessed them the greater part of the estates what their forefathers did by their labor, and has driven them off from the abodes of their ancestors, the petitioners do not dare to go to their mother village for fear of losing their lives.

The petitioners therefore humbly beg to entreat your favor of ascertaining the fact from the Native gentlemen of the villages, and to refer their grievances for trial either to the Session Judge of the District or to the Commissioner of Circuit, and thereby the oppression done will be fully discovered and the perpetrators of it will be punished, and also they solicit that an order for the realization of the amount of properties so plundered, and to replace them to the abodes of their forefathers.

And your petitioners, as in duty bound, shall ever pray.

Petition of UMBICA CHURN BISWAS, and others, Inhabitants of Poragatcha, Thannah Hanshkally, Zillah Nuddea, to the Hon'ble the Leiutenant-Governor of Bengal,—(dated the 12th August 1859.)

MOST HUMBLY SHOWETH,

THAT your Honor's petitioners most humbly beg leave to represent to your Honor that Umbica Churn was in the situation of Judge Ameen, and Ukhoye Chunder was Mohurir in the employment of Mr. John White, of Bansbarria Indigo Factory. Mr. William White, son of the said Mr. John White, ordered your petitioners to offer violence and oppress the Ryots of Gobindpore, and to ruin their houses, but on your Honor's petitioners expressing utmost dissatisfaction, he dismissed them from their respective situations. Enraged at this conduct, Mr. William White afterwards ordered Holodhur Ghose to plunder your Honor's petitioners' houses. Holodhur Ghose, accompanied with thirty or thirty-two lattials, shurkeewallahs and hackeries, attacked the houses on the 26th April about 4 o'clock A. M., committed as a dacoity and plundered the ornaments of gold and silver, including the plates made of brass and bell-metal, and in cash, as also *paddy, mustard seed, linseed, gram, wheat,* and also cows and calves, &c. Your petitioners' houses are about six or eight miles from the Thannah, and all the lands between Poragatcha and Hanshkhally are Mr. White's. Apprehensive of falling into the hands of Mr. White's lattials, your Honor's humble petitioners, instead of going to inform the Police Officer of Hanshkhally, laid their complaint (according to the practice) before the Magistrate on the 28th instant. The Magistrate, according to your Honor's petitioner's (Umbica Churn's) petition, ordered the Naib Darogah of Handrah to make a personal and local inquiry of the fact, and referred the three cases to Dwarkanauth Dey, the Deputy Magistrate, who, after hearing

their statements, the depositions of their witnesses, and the report of the Naib Darogah, considering the three cases being of a similar nature, ordered on the 30th July that Holodhur Ghose should be imprisoned for three months and to pay a fine of 50 Rupees in lieu of labor; the other defendants shared the same punishment, except 30 Rupees in lieu of labor. The Deputy Magistrate has also recorded in his opinion that all the defendants jointly should have to pay (according to Act XVI. of 1850) the plaintiffs the value of the properties lost. The Magistrate, in reversing the proceedings of the Deputy Magistrate, recorded his own opinion that the plaintiffs (your Honor's petitioners) were formerly servants of Mr. White's, and on their being dismissed they removed their properties to some distance, and at the time of removing the properties, some grain, &c., have fallen on the yard, and in the houses, which proved somewhat like plundering; the Magistrate also stated that the plaintiffs not having laid their complaint at Thannah, and of their complaining three days after the occurrence to the Magistrate, of their acting themselves as witnesses at their respective suits, that at midnight the occurrence said to have taken place as a dacoity, of accusing Mr. White for the plunder and of driving his Ryots from their ancestral abode, are unworthy of credit. Sure, there is no rule for the appeal of the Fouzdary suit after its dimissal.

The manners with which the Indigo Planters oppressed them are beyond the idea of any man in the British Government. The Magistrate without minding their petitions or looking at the report of the Naib Darogah, the order of the Deputy Magistrate as appeared in his own mind contrary to the circumstances alluded to in the record of the cases.

1*st*. That it is rather beyond probability of your Honor's petitioners flying from the debt of Mr. White's, because if they fall in debt their masters often make settlements for its recovery with them, as often happens in this country, rather than leaving their brick-built houses and the abodes of their forefathers. If they owe anything to Mr. White he can complain against their name according to the Laws of the country, and can obtain it by decree rather than plundering the houses.

The plundering, though proved by the depositions of the witnesses, by the report of the Naib Darogah and by the proceedings of the Deputy Magistrate, yet the Magistrate having acted upon supposition dismissed this serious case by which the defendants set at large.

2ndly. Of the Magistrate's recording in his opinion that the plaintiffs have not made their statements at Thannah, but they have already stated that the lands between their house and Thannah Hanshkhally are Mr. White's, while the Magistrate's Court is six miles, and they have made their statements at Thannah Kotawally on the 27th, and laid their complaint before the Magistrate on the 28th April, and in consequence of this dilatoriness, the Magistrate on a firm belief dismissed the case, having set at large these men of notorious bad character, on the part of the gentleman of the Indigo Planter, has given this order for the purpose of ruining your Honor's petitioners who now claim justice from you, otherwise there is no hope for them.

3rdly. Under the circumstances which is not alluded to in the record of the case or anything apparent in the statements of the defendants.

The Magistrate having relied upon his own consideration disbelieved the report of the Naib Darogah, and the proceedings of the Deputy Magistrate, has released the defendants, who were people of Mr. White's, and has discontinued the allowing of the damages done to your Honor's petitioners; besides these they have sufficient proofs of the truthness of the offence having been perpetrated, and which has been reported frequently by Mofussil Police. If there arose any doubt, the spot was not far from the Station; on a personal inquiry it would have been convinced that the fact was really perpetrated.

It is rather very strange that such a serious case was at once unfortunately dismissed by the Magistrate. It is most favorable to the abovementioned Indigo Planter, that all the Ryots of the three villages, *viz.*, Poragatcha, Collinga, Gobindpore, having been entirely oppressed and excluded from their respective houses, and were dispossessed from their respective gardens by Holodhur Ghose, the new Gomashta of the factory, who was solely appointed by Mr. White for the purpose, yet the Magistrate has done nothing to check it.

All the Ryots from time to time have frequently made applications to the Magistrate for its remedy, on which it was proper for him to make a personal and local inquiry of the truthness of the oppressions.

Your Honor's petitioners humbly beg to solicit that should your Honor kindly visit these three villages, then it would be clearly shown to your Honor the ruined state of the houses of all the Ryots therein residing.

It is very improbable that your Honor's humble petitioners, being subjects of Mr. White's, would enter to such an action by means of which

they would be deprived from the abodes of their forefathers. Your Honor's petitioners most humbly pray that an order from your Honor should be issued to Session Judge or the Commissioner of Circuit, or even to your Honor's Secretary, to call for the record of this serious case, then the oppressions of Mr. White would be discovered, and by means of which your petitioners should be able to recover their losses and to go back to their respective houses.

And your petitioners, as in duty bound, shall ever pray.

From E. H. LUSHINGTON, ESQ., Officiating Secretary to the Government of Bengal, with the Lieutenant-Governor on tour, to the Officiating Commissioner of the Nuddea Division,—(No. 15, dated the 15th August 1859.)

SIR,

I AM directed to forward in original the accompanying five petitions from inhabitants of the Handrah, Meherpore, and Hanskhally Thannahs, complaining of the oppression practised upon them by Mr. White, of the Bansbarria Factory, and to request that you will make a careful inquiry into the subject of the complaints, and report the result.

2. The return of the petitions is requested with your reply.

From H. M. REID, ESQ., Officiating Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal,—(No. 49, dated the 9th September 1859.)

SIR,

I HAVE the honor to acknowledge the receipt of your letter No. 15, dated the 15th ultimo, forwarding for report five original petitions, which were presented to the Lieutenant-Governor on the occasion of his late visit to this station, by certain inhabitants of Villages of the Handrah, Maharpore, and Hanskhally Thannahs, complaining of the oppression practised upon them by Mr. W. White, of the Bansbarria Indigo Factory, and as directed, I have the honor to submit the following particulars relative to the complaints brought forward by the petitioners.

2. These petitioners state that Joynarain Biswas, the uncle of the petitioner Ramgopaul, was formerly Dewan of Bansbarria Factory, at the time when Mr. Patrick Smith, the nephew of Mr. John White, was the Manager of it; but that Mr. Smith having given up the management, and having

Petition (No. 1) of Ramgopaul Biswas, Umbica Churn Biswas, and two others, inhabitants of Poragatcha.

been succeeded in it by Mr. William White, Mr. John White's son, the Dewan was also after a time dismissed from his appointment, owing to his being unable to withstand the oppression exercised against him by the new Manager; that thereupon Mr. White commenced oppressing the petitioners, with the object of making them leave their village, Poragatcha, and himself succeeding to their property and trade, upon which they petitioned the Magistrate for protection; but that, during their absence from their village at the Sudder Station for the above purpose, Mr. W. White plundered their houses of a considerable amount of grain and other property, and that their trees were cut down, and they have not since then been able to return to their houses, the approaches to which are all shut up by Mr. White's people.

Petition (No. 2) of Umbica Churn Biswas and two others, residents of Poragatcha, Thannah Hanskally.

3. The person (Umbica Churn Biswas) whose name heads this petition, is one of those whose name is also shown in petition No. 1; and the purport of the petition (No. 2) presented by him and his co-petitioners is, that they were formerly servants of Mr. White's Factory, and that owing to their refusal to be the instruments of oppressing the Ryots of Mouzah Govindpore, they were dismissed from their employment by Mr. W. White, who caused their houses to be plundered; that the Deputy Magistrate, Baboo Dwarkanath Dey, after investigating the case sent it up to the Magistrate, with a recommendation that certain of the offenders should be fined and imprisoned, and that the value of the plundered property should be recovered from them and be returned to the petitioners, but that the Magistrate did not attend to the recommendation, but dismissed the case.

4. I find, on a careful examination of the records (four in number) connected with the above two petitions, that Ramgopaul Biswas and others presented a petition to the Magistrate on the 14th Bysakh, or about the 25th April last, complaining of Mr. White having wrongfully cut down their trees, having deprived them of their lakheraj title-deeds, and having dug up the lands in the vicinity of their houses, so as to prevent their obtaining ingress thereto, and that he further endeavoured to prevent them realizing a balance of Rupees 40,000 which was due to them by Ryots of the neighbouring villages on account of trade transactions, but that the Magistrate dismissed the case on the 28th April, considering that the charges brought were not proved by the evidence adduced in support of them.

5. The other three cases, in which Umbica Churn Biswas, Ookhye Chunder Biswas, and Nobin Chunder Sircar were respectively complainants, were instituted on the 15th Bysakh, or about 26th April 1859, and the gist of them was that Mr. White, with the aid of his Factory servants, had plundered their houses and carried off their crops. The cases were made over to Baboo Dwarkanath Dey, Deputy Magistrate, who, on the 29th July 1859, reported that he considered them fully proved against four of Mr. White's adherents, who were accordingly recommended by him to be fined, one in a sum of Rupees 50, and the three others in sums of Rupees 30 each, and to be imprisoned for three months each, and jointly to make good a sum of Rupees 1,600 on account of the injury sustained. The Magistrate did not however attend to this recommendation, but dismissed all the three cases as not proved.

6. On reviewing the evidence in the several cases above referred to, I am of opinion that the Magistrate had sufficient warrant for dismissing the first charge, *i. e.* that which was brought before himself by Ramgopaul Biswas; but that in the other three cases there were, I think, on the whole, sufficient grounds for convicting the defendants; for, besides the evidence adduced before the Magistrate, there was the report of the Naib Darogah, stating it to be his opinion, after personal inquiry on the spot, that the outrages complained of had actually taken place; and I have since been informed by Mr. Deputy Magistrate Howell, who visited the village of Poragatcha when inquiring into another case in the same locality (which will be adverted to further on) that he observed traces of such outrages having been committed, and that the doors of some of the smaller houses in the village had been wrenched off. I would at the same time remark that the Magistrate may perhaps have decided rightly in dismissing the cases.

7. The next petition is that presented by Sreemunt Holdar and two others, inhabitants of Collingah, who charge Mr. White with having plundered their houses and cattle on the 26th April last, and object to the order under which Mr. Howell, Deputy Magistrate, to whom the case was made over for decision, directed it to be referred to arbitration. They further request that the case may be transferred to the file of Deputy Magistrate Dwarkanath Dey.

Petition of Sreemunt Holdar and two others, inhabitants of Collingah.

8. I find that this case was first of all instituted before the Police, and that the petitioners failed to attend the Police investigation; that

they subsequently petitioned the Magistrate on 6th June, who made over the case to Mr. Deputy Magistrate Howell; that some of the defendants were summoned and attended; and that the case was eventually made over, on the 29th July, to arbitration, the petitioners and Mr. White respectively agreeing that it should so be disposed of. The arbitrators could not, however, do anything in the case, as the real defendants (*i. e.* the parties who had been summoned, and had attended) were not parties to the arbitration. They reported accordingly to this effect on the 15th August, and on the 24th August the Deputy Magistrate directed that the case should be proceeded with. I have given instructions that it is to be disposed of without further delay, and the result reported for the information of this Office. The case was clearly not one for arbitration, and the Deputy Magistrate was wrong to have resorted to that method of adjusting it. Had the parties wished to "compromise" the case between themselves, of course there would have been no objection to their resorting to that way of settling it.

9. The next case is that of Ookhil Chunder Biswas, of Dariapole, who complains of having been unjustly confined by Mr. White for upwards of a month, and that after effecting his escape he petitioned the Magistrate, who made over his case to Deputy Magistrate Howell, who, instead of summoning all his witnesses, endeavoured to persuade him to compromise the case. Petitioner begs that his case may be made over to Deputy Magistrate Baboo Dwarkanath Dey.

Petition of Ookhil Chunder Biswas, inhabitant of Dariapole, Thannah Meherpore.

10. It appears from the petitioner's statement, which was given before the Deputy Magistrate on the 30th May last (a previous complaint on the subject having been lodged by his nephew, Bepin Beharree), that having gone near Mr. White's factory, for the purpose of collecting some outstanding debts due to him by some of the Ryots, he was seized and taken off to the factory by one Hurchunder Ghose and other lattials of Mr. White's, whose names he mentions; that, while in the factory, Mr. White flogged him with his own hand with a stirrup leather; and that he was taken about from factory to factory for a space of one month, when he effected his escape; the cause of the above oppression being that he had formerly been a servant of the factory, and that, having been dismissed from his employ, he refused to take any advances for sowing Indigo for it. The evidence in this case was complete on the 8th July,

as far at least as the defendant Hurchunder Ghose was concerned; but the Deputy Magistrate, Mr. Howell, does not appear to have passed any further order in the case till the 29th July, and even then not a definite one; and I find that it *was not till the 17th August* that he ordered the case, as regards the above-named defendant, to be disposed of; and that on the 24th a further period of five days was allowed to Mr. White's Mooktear to produce him. There is no sufficient reason discernible on the record for so long a delay in the disposal of the case. There was sufficient evidence (if the Deputy Magistrate believed it) for the conviction of Hurchunder Ghose, and the Deputy Magistrate should have proceeded to dispose of the case, as far at least as the above defendant was concerned.

11. There is another point in which I think the Deputy Magistrate's mode of proceeding in dealing with his case was faulty. He asked the complainant Ookhil Chunder, when the latter was being examined before him on the 30th May, whether he still bore any marks of the flogging said to have been inflicted upon him by Mr. White. His answer was, "Yes, but on a part of my person which I cannot expose." I think it would have been proper for Mr. Howell to have at once certified himself by personal inspection whether such marks really existed or not, instead of leaving the matter in doubt; and that if he had found them to exist he should have summoned Mr. White to answer the charge, but if otherwise, he would have been warranted in at once dismissing the case.

Petition (No. 5) of Ramcoomar Biswas, and other Ryots of Govindpore, Thannah Hanskally.

12. The petitioners in this case are Ryots of Mouzah Govindpore, and besides complaining of various acts of oppression committed upon them by Mr. White, in increasing their rents, forcing them to take advances for the cultivation of Indigo, plundering their houses, and carrying off their crops, paddy, and cattle, they bring against the followers of Mr. White the specific charge of having carried off, on the 9th Assar last (not *Assin*, as inadvertently stated in their petition to the Lieutenant-Governor), their fellow villager Seetul Turufdar, who has ever since been missing, and who they assert is under confinement by Mr. White; they further say that they have frequently petitioned the Magistrate for his release, but without obtaining it.

13. It appears, from a perusal of the record of the case in which Seetul Turufdar is said to have been abducted, that it arose in the follow-

ing manner:—The Govindpore people were taking off to the Government Pound some cattle belonging to some of the factory Ryots, which they asserted had been trespassing on their crops, when they were intercepted by the factory people. Meerjan Sheik, the plaintiff, was slightly wounded on the head, the cattle were rescued, and it is said that Seetul Turufdar, one of the villagers who was accompanying the cattle to the Pound, was carried off, and has not since been heard of. The case was promptly brought to the notice of the Magistrate, and was made over by the Magistrate to Deputy Magistrate Moulvie Yatazad Hossein, who, on the 27th July, convicted six of the factory people, and sentenced them to be imprisoned for four months each, with a fine in lieu of labor, which order has since been confirmed in appeal by the Sessions Judge.

14. In concluding my remarks on the cases above enumerated, I beg to mention that I have instructed the present Officiating Magistrate to recall to his own file such of the above cases as may still remain undisposed of, as well as, for the present, any others in which Mr. White and the servants of Bansbarria Concern may be parties. I have at the same time instructed him to use every proper precaution for preventing the Ryots being oppressed, and to institute the strictest inquiry as to what has become of the missing man, Seetul Turufdar.

15. I think the details which I have given above warrant the conclusion that some degree of oppression has been exercised against the Ryots by the factory people.

16. I beg to annex, for the Lieutenant-Governor's information, copy of a letter relative to the subjects complained of by the petitioners, from Mr. Cockerell, the late Magistrate of the District, and in forwarding it I deem it proper to state that I have no grounds whatsoever for supposing that either Mr. Cockerell or Mr. Deputy Magistrate Howell have any undue bias in favor of Mr. White, but on the contrary, that they have dealt with the cases in which that gentleman has been concerned with strict impartiality, though not perhaps, in the case of Mr. Howell, with that amount of judgment which could have been wished for, and which might have been expected in an Officer of greater experience than Mr. Howell possesses.

17. The original enclosures of your letter under reply are herewith returned.

From F. R. COCKERELL, Esq., Magistrate of Nuddea, to the Commissioner of the Nuddea Division,—(No. 53, dated the 24th August 1859.)

SIR,

I BEG to return the original petitions marginally noted, which were forwarded with your Office Memorandum No. 50, dated the 20th instant, and copy of a letter* from the Secretary to Government on the subject of them, for inquiry and report.

1. Petition of Umbica Churn Biswas and others, residents of Poragatcha.
2. Petition of Ramgopaul Biswas and others, residents of Poragatcha.
3. Petition of Rameoomar Biswas and others, residents of Govindpore.
4. Petition of Sreemunt Holdar and others, residents of Collingah.
5. Petition of Ookhil Chunder Biswas, resident of Dariapore.

* No. 15, dated 15th instant.

2. I find that all these petitions have reference to alleged occurrences which have already formed the subject of local investigation by the Police, and regular judicial trial by myself and my subordinates, and consequently I do not see in what direction I can myself institute further inquiry, except under special instructions from higher authority. I observe also that the tone of these petitions constitute an appeal, as it were, especially against my proceedings in these cases, and the partiality by which, it is asserted, those proceedings have been influenced.

3. Under these circumstances, it appears to me that the best course is to submit for your perusal all the papers connected with the cases to which these petitions refer, and you will then be able to direct such further special inquiry on any points connected with them as may seem to you to require more particular investigation.

4. Of the five cases, Nos. 1 and 2 have been regularly investigated and disposed of by myself, and my written decision will be found attached to each. No. 3 was a mere petition containing general charges, in support of which no proof was forthcoming; the only definite charge brought forward by the Ryots of Govindpore was touching the forcible rescue of some cattle whilst being conveyed to the Thannah Pound (the papers of which case also are forwarded.) The case was tried by the Deputy Magistrate, Moulvie Yatazad Hossein, and the factory servants were convicted and punished. Nos. 4 and 5 were made over to Mr. Howell for trial. In one he recommended arbitration, to which both parties agreed; the arbitration failed, and the final award is still pending. In the other case there is nothing to show that any compromise was suggested, and no final orders have yet been passed.

5. It only remains for me to bring to your knowledge certain facts which the petitioners have either partially or wholly suppressed. The Biswas family, who are the promoters of these petitions, and the plaintiffs in most of the cases instituted, realized their fortunes, more or less, in the service of the proprietor of the Bansbarria Factory; they were discharged from this service but a short time previous to the commencement of the disputes which led to these cases.

6. Working on the capital realized in this service, they have for years carried on a considerable trade, in their own and surrounding villages, as Mahajuns. About the time of their discharge Mr. White determined that he would undertake the Mahajunee business throughout his Zemindarree villages, and to this end entered into dealings with the Biswas, Holdars, and other Mahajuns, throughout his elaka, to purchase their vested interests in his line of business, and secure a monopoly to himself within his own talooks. This course is not without precedent, or unusual, I believe, amongst Indigo Planters holding Zemindarees in this District. In taking over the stock of these Mahajuns, disputes arose as to terms, and the factory proprietor doubtless made use of his influential position, as their Zemindar, to press his own terms. It is stated that force was used to gain possession of the full quantity of grain, &c., which the Zemindar asserted that he was to receive, according to the terms of the transaction, for the transfer of the *Mahajunee* rights and interests. On such foundation it is probable that the charges of the Poragatcha and Collinga Ryots were brought forward, and these charges amounted to little less than actual dacoity. Of such charges the factory servants could not be convicted on the evidence adduced; and the exaggeration and falsity of the charges is apparent throughout the proceedings.

7. In regard to such passages in the petitions as reflect on Mr. Deputy Magistrate Howell and myself personally, I may state, the former has only once visited the Bansbarria Factory, and that was on the occasion of his going to make a local investigation on the subject of one of these cases at Collingah, which village is situated within one or two miles of the factory, and that, except on purely business matters, I have myself, for the last year and upwards, held no communication whatever with either of the Messrs. White of Bansbarria.

From E. H. LUSHINGTON, ESQ., Officiating Secretary to the Government of Bengal, to the Commissioner of the Nuddea Division,—(No. 6124, dated the 23rd October 1859.)

SIR,

I AM directed to acknowledge the receipt of Mr. Reid's letter No. 49, dated the 9th ultimo, submitting the report called for in Orders No. 15 of the 15th August last, on the five petitions presented to the Lieutenant-Governor, when at Kishnaghur, by certain inhabitants of the Handrah, Meherpore and Hanskhally Thannahs, complaining of the oppressions practised upon them by Mr. White, of the Bansbarria Indigo Factory.

2. The report shows that Mr. White, in the several cases referred to in petitions Nos. 1 and 2, was charged with having plundered the houses of the petitioners to a considerable amount of property, cut down their trees, deprived them of their lakheraj title-deeds, and caused the lands in the vicinity of their houses to be dug up so as to prevent their obtaining ingress thereto, and that the cases were all dismissed by the Magistrate as not proved, although in three of them, *viz.*, in the plunder of property complained of by Umbica Churn Biswas, and in two others, the Deputy Magistrate, Baboo Dwarkanauth Dey, to whom the cases were made over, recommended that certain of the offenders should be fined and imprisoned and required to make good the value of the plundered property.

3. The second case noticed by Mr. Reid is that in which the petitioners charge Mr. White with having plundered their houses and cattle, and object to the order of Mr. Howell, the Deputy Magistrate, referring the case to arbitration. The Officiating Commissioner remarks that the case was clearly not one for arbitration, and the Deputy Magistrate was wrong in having resorted to that method of adjusting it. It is understood that this case, which was instituted so far back as the 6th June, is still undisposed of, and that Mr. Reid has given instructions for its being brought to a speedy termination.

4. The case next adverted to is that of Okhil Chunder Biswas, who (as represented by the petitioner himself) was seized when near Mr. White's factory collecting some debts which were due to him, and after being dragged to the factory by Mr. White's men was flogged by Mr. White himself. The petitioner has there described how he was conveyed as a prisoner from factory to factory for a space of one month

when he escaped; the cause of all this oppression being that he had formerly been a servant of the factory, and that having been dismissed from employ he refused to take advances from Mr. White for sowing Indigo. The Officiating Commissioner remarks on the delay on the part of Mr. Howell in the disposal of this case, which was commenced on the 30th May, and was still pending at the end of August, on his neglect to examine the complainant's person when he first appeared before him to charge Mr. White with the assault and false imprisonment, and on his endeavour to persuade the plaintiff to compromise the case.

5. The trial of the other case of oppression, in which Seetul Turufdar was carried off by Mr. White's men, has resulted in the conviction of six of the factory people, though the individual who had been seized is not yet forthcoming.

6. The Officiating Commissioner reports that he has instructed the present Officiating Magistrate to recall to his own file such of the cases of the petitioners as may still remain undisposed of, as well as, for the present, any others in which Mr. White and the servants of the Bansbarria Factory may be parties, and to institute the strictest inquiry as to what has become of the missing man Seetul Turufdar.

7. The Lieutenant-Governor directs me to inform you that he agrees with Mr. Reid in his remarks on the proceedings of Mr. Cockerell, the Magistrate, and Mr. Howell, the Deputy Magistrate, in the cases of these disputes, and approves of Mr. Reid's orders in the matter, but I am at the same time desired to observe that the Lieutenant-Governor has derived an unfavorable impression of the manner in which the people have been protected by the Magisterial Authorities of Nuddea from oppression, such as has beyond doubt been exercised in the cases brought to notice.

8. The Lieutenant-Governor heard in a general way, when on his tour at Nuddea, of complaints from Natives that in Indigo cases they did not get real protection; and this string of unsatisfactorily investigated and hastily dismissed cases now reported upon makes it impossible for him to feel certainly convinced that everything that can be legitimately done has been usually done in that District to repress abuses of this class. The Lieutenant-Governor does not impute partiality to any of the Officers concerned, but he cannot escape the impression that more active and intelligent measures would have had more satisfactory results; whereby all parties should have been made to feel that their disputes must not be settled by the strong hand.

9. The Lieutenant-Governor is surprised that Mr. Cockerell, in his report to the Officiating Commissioner, has omitted all mention of the charge of wrongful imprisonment for a month brought against Mr. White, which as yet stands unrefuted.

10. These cases, which are known to be of daily occurrence, in which Ryots are kidnapped and imprisoned and carried from place to place by Zemindars and Planters with impunity, are a disgraceful blot upon the District administration in Bengal; and it is the duty of every Magisterial Officer to strain every nerve to bring them home to the offenders, when they can obtain a clue to them. On the present occasion there was the person wronged before Mr. Howell, whose evidence, if credited, would prove the case. Instead of doing all that could be done to ascertain the truth, and acting it must be presumed in the belief that the charge was true, the Deputy Magistrate recommended a compromise; as though the case had been a trifling squabble or a nominal assault, instead of a charge of one of the grossest acts of oppression and cruelty that can be imagined, short of injury to life or limb.

11. Mr. Cockerell must be called upon to explain his silence in this most grave matter. A Magistrate should not allow himself to be kept by a subordinate in ignorance of such a case having been disclosed; and if Mr. Cockerell was informed of it, his conduct would appear to be quite inexplicable.

12. So much blame appears also to be attached to Mr. Howell in these proceedings that the Lieutenant-Governor must call upon him for his defence in order to take into consideration what orders should be passed on him personally.

13. On receiving Mr. Howell's explanation you will be so good as to forward it with an expression of your opinion as to whether Mr. Howell is yet sufficiently qualified to exercise the special powers of an Assistant to a Magistrate with which he has lately been vested.

14. In conclusion, I am desired to request that you will insist on the remaining cases against Mr. White being thoroughly sifted, and that you will call upon the present Officiating Magistrate to dispose of them himself, with all the consideration which cases involving such charges may appear to require.

From A. GROTE, ESQ., Commissioner of the Nuddea Division, to the Officiating Secretary to the Government of Bengal,—(No. 151Ct., dated the 19th November 1859.)

SIR,

I HAVE the honor to acknowledge the receipt of your letter No. 6124, dated 23rd ultimo, conveying the orders of His Honor the Lieutenant-Governor on my predecessor's letter, dated the 9th September previous, and with reference to its 11th paragraph to submit copy of a letter dated 17th instant, containing the further explanation called for from Mr. Cockerell.

2. The judgment which has been formed by His Honor of Mr. Cockerell's proceedings in the five cases under notice was formed on a report made after an examination of the records, and as I have not seen these I must leave Mr. Cockerell's present letter to make its own impression. It appears that Mr. Deputy Magistrate Howell did not recommend a compromise in the case referred to in paragraph 10 of your letter.

3. In justice to Mr. Cockerell, and to myself who have now administered this Division for nearly four years, I venture respectfully to state it as my conviction that no such general feeling prevails amongst the inhabitants of Nuddea as that which is alluded to in your 8th paragraph as having been made the subject of complaint to the Lieutenant-Governor on his tour through the District. I believe that all know well that full protection will be afforded by the Police Authorities at the Station to such as choose to take the trouble to seek it. The punishment inflicted by Mr. Cockerell on Mr. Tripp of Bamoondeah, some two years back, had the effect of convincing parties that their disputes would not be allowed to be settled by the strong hand.

4. Possibly the people of the Hadrah Thannah, one of the quarters from which the Lieutenant-Governor was petitioned on his tour, did for a period entertain some doubts whether it was intended that they should have any real protection in Indigo cases; for in 1857 they saw the head of all the concerns in that Thannah empowered as an Honorary Magistrate. It was Mr. Cockerell who, I well remember, brought to notice the undue influence which Mr. Forlong's Assistants exercised in that Thannah consequent on the latter gentleman's having had charge of its Police. The Magisterial Authorities are not responsible for the doubts which the late experimental measure raised in the minds of the Nuddea people.

5. I have marched through this District from end to end, have visited its Sub-Divisions, and have talked with and listened to the people high and low, and I have never heard anything which led me to doubt the general feeling of confidence in Mr. Cockerell, and it is my opinion that he is one of those Officers who would, to use the expression in your 10th paragraph, strain every nerve to bring home to the offenders any case of oppression which came to his knowledge.

6. But it behoves all Magistrates, when dealing judicially with such cases, to guard against the bias which the complaint of the weak against the strong is apt to engender. The character of the oppressed Ryot may be readily assumed, and is so I believe oftener than is suspected by many philanthropists.

7. The information called for in paragraphs 12 and 13 of your letter shall be furnished hereafter. Mr. Cockerell being anxious that his justification of his proceedings should be laid before Government without delay, I have thought it expedient to reply at once partially to your call. It is my duty moreover, before making over temporary charge of this Office, to endeavour to undeceive His Honor the Lieutenant-Governor of an impression which, if well grounded, reflects on my administration as well as on Mr. Cockerell's.

From F. R. COCKERELL, ESQ., late Magistrate of Nuddea, to A. GROTE, ESQ., Commissioner of the Nuddea Division,—(dated the 17th November 1859.)

SIR,

I HAVE only just received the papers connected with the case of Okhil Chunder Biswas, which, for the reasons explained in my letter of the 7th instant, it was necessary for me to refer to, in order to submit the explanation required in the letter No. 6124, dated 23rd ultimo, from the Secretary to the Government of Bengal, forwarded with your letter No. 130 of the 2nd instant.

With reference to the 9th and 11th paragraphs of the Secretary's letter, I beg to point out that the case alluded to in the 4th paragraph of my letter to the Commissioner, on the subject of the several petitions, as No. 5, is that of Okhil Chunder Biswas. My letter contained no report of the particulars of *any of the cases*, because I did not conceive myself called upon to do more than inform the Commissioner to what cases

the petitions presented to the Lieutenant-Governor had reference, and how those cases had been disposed of, as well as to add such particulars, not to be found in the record, explanatory of the subject of the different charges against Mr. White and his people, as my knowledge of the existing relations between the parties concerned enabled me to supply; for the rest I submitted all the records of the cases for the Commissioner, to judge himself of the merits of the complaints submitted by the petitioners to Government.

In the cases investigated by the Deputy Magistrate Baboo Dwarkanath Dey, and finally disposed of by myself, Mr. Reid, the Officiating Commissioner, after describing at some length the particulars of the charges against Mr. White and his people, as contained in the original complaints and depositions of the petitioners, without giving any detail of the evidence for or against these charges, and after stating the judgment formed by the Deputy Magistrate, and the punishment which he proposed to inflict upon the accused, remarks: "the Magistrate did not however attend to this recommendation, but dismissed all the cases as not proved;"—the inference from which would appear to be (and that such is the impression derived by the Lieutenant-Governor from Mr. Reid's report, is to be gathered from the expression "hastily dismissed cases," used in the 8th paragraph of Mr. Lushington's letter) that I had summarily and hastily set aside and disregarded the judgment of my subordinate, and had unreasonably dismissed cases in which the charge preferred was substantially proved.

Now, I respectfully submit that an inspection of the record will not justify such a conclusion. However erroneous my judgment may have been in the matter, it certainly was not a hasty one. My decision was formed after much deliberation and a very careful consideration of the entire subject of the charges and the evidence in support of them; and the grounds upon which it was based were recorded in my own handwriting. Mr. Reid, in his letter, though attaching weight to the evidence for the prosecution and the report of the Police Officer, is not prepared to say that the decision may not have been a correct one; and I venture to think that it would be affirmed and approved by higher judicial Authorities, as in accordance with the general evidence and other matters on record.

In regard to the case of Okhil Chunder Biswas, the charge of arrest, assault, and imprisonment, was first brought forward by his nephew in a petition presented to me. I disbelieved his statement, first, because he

represented that his relative had been seized and maltreated about nine days previous to his appearance before me, and although this was alleged to have taken place very near the Police Thannah, and within a few miles of the station, he could assign no satisfactory reason for not having instituted his complaint earlier, or given information to the Police; second, because he and his relative belonged to a Kyburto family, many members of whom had until recently been in the factory service, and, since being discharged from employ, were at feud with Mr. White, for reasons which I have already described in my previous letter on the subject of the petitions; third, because the plaintiff, whilst admitting, on being questioned, that he did not accompany his relative to the factory, nevertheless described in detail all that happened there, without showing how he became acquainted with the particulars.

I did not consequently attach such importance to the case, or proceed myself with its investigation, as I otherwise should have done, but made it over for trial and *report* (not for disposal, a circumstance that has not been brought to the notice of Government in Mr. Reid's report) to Mr. Deputy Magistrate Howell. Subsequently Okhil Chunder Biswas, who was said to have been assaulted and confined, appeared, and presented a petition, which I immediately made over to Mr. Howell, as he had been previously intrusted with the investigation of the case, who without delay took down his deposition. The man's statement was to the effect that he had been bound with cords and beaten with a leather strap. His body was then carefully examined, as he said he still bore marks of the assault; and when no mark or scar of any kind could be discovered, he represented that they were on a part of his person which, unless he was stripped naked, could not be seen. Now, in regard to this statement, by his own account upwards of a month had elapsed since he was beaten. The stripes of a rattan inflicted on a fleshy part of the person could not possibly be visible so long after the date of their infliction, much less those of a leather strap. Moreover, the petitioner stated that he had been bound with cords; the marks or scars caused by such binding, tightened as it would be by the convulsive struggles of a man undergoing the lash, are far more indelible than the stripes of a rattan, and yet the plaintiff had not the vestige of such score on his arms or any part of his person when examined by the Deputy Magistrate. The assertion, therefore, that he still bore marks of a flogging, administered, according to his own statement, some six weeks previous,

on a part of his person which he knew would not be examined, was, I consider, a deliberate misrepresentation, intended to give support to his charge. His account of the manner in which he effected his escape from alleged imprisonment was equally improbable. He stated that he was last confined in the Mahutpore Factory, and escaped on a dark night. Mahutpore is a Sudder Factory; and, supposing his statement as to his confinement there to be true, there was scarcely any possibility of his making his escape from such a place.

From the time that this case was made over to Mr. Howell for investigation and report, I neither saw nor heard anything of the proceedings, until the petition presented by Okhil Chunder Biswas to the Lieutenant-Governor was forwarded to me. If the petitioner was at any time dissatisfied with the Deputy Magistrate's investigation he might have made a representation on the subject to me, but this he did not do. Mr. Howell, it appears, was very dilatory in his proceedings, and it may be considered that I should have prevented this. It is the practice for any case committed by the Magistrate to any subordinate, for investigation and report, to be temporarily removed from the former's file until returned with report for final orders. And the files of my subordinate come under review only at the close of the Quarter. Hence, in any case that had not been three months pending, dilatoriness in the investigation of cases by subordinates would not necessarily come to notice at the time, unless such delay in the proceedings was specially represented by the parties concerned.

There is nothing in the record of this case, as I observed in my former letter, to bear out the petitioner's assertion that Mr. Howell suggested a compromise in the matter of such a serious charge; and the Deputy Magistrate distinctly affirms that he never did so. I observe that, coupled with the assertion of the suggested compromise is that of the Deputy Magistrate having at the same time refused to call for the further evidence which he tendered. An order endorsed on the plaintiff's petition for the summons of fresh witnesses through the Police shows this to be a misrepresentation. The Deputy Magistrate, on the ground that sufficient cause was not shown, declined to summon the witnesses *through the Police*, but passed an order for their being subpœnaed. The plaintiff neglected to take out this process, and in his petition charges the Deputy Magistrate with refusing to summon his witness at all, and recommending a compromise.

If a return be called for from the Nuddea Magistrate's Court, it will be found that, save in very rare instances, I invariably disposed of all important cases myself, and in such I ever included all charges against Europeans owning property in the District, and their servants and dependants. It has been my practice to make over cases for investigation and report to those of my subordinates who had had but little experience, and thus gradually test their fitness to be intrusted with the absolute disposal of judicial business.

In this way Mr. Howell, who has not been long employed as a Deputy Magistrate, had had but few cases made over to him, save of the most trivial description, for absolute disposal. Many, as in the instance of the cases now under notice, were made over to him for investigation and report, and I have had therefore ample opportunity of judging of his capabilities. He has generally given me entire satisfaction. Previous to his employment as a Deputy Magistrate he served under me as an Overseer of the District Roads, and I have always found him a very painstaking and laborious Officer, and a person of strict integrity. Whilst located, as he was for a considerable period, in the interior of the District, he was always well spoken of by the people; he is thoroughly well acquainted with their language and customs, and ought on every account to be well qualified to discharge his present duties. If he has shown a want of despatch and judgment in his proceedings in these cases, it is to be attributed to diffidence, arising out of inexperience rather than inactivity and incapacity.

It only remains for me to express my very deep concern at the strong condemnation passed by the Lieutenant-Governor on the general conduct of the Magisterial Authorities of the Nuddea District, as expressed in the 8th and 9th paragraphs of Mr. Lushington's letter. It is well known that the present system of Indigo cultivation, as it obtains in Nuddea and the surrounding Districts, is regarded with no small general dissatisfaction by the mass of the people, and it is no more than what might be expected that the Lieutenant Governor, on his tour through the chief Indigo-growing Districts, should hear general complaints against the promoters of that system, who, by reason of the system itself rather than their own individual acts, are regarded by the majority of the people with more or less distrust and dislike.

I submit, that if there had been any want of readiness on my part to entertain generally complaints of oppression of this class, and to institute the fullest inquiry, and grant the utmost redress that it was in my

power to do, some representation on the subject must have reached you as my immediate official superior; and yet, as far as I am aware, not a single representation of the kind has been made during the two years that I filled the Nuddea Magistrate's Office, at least no explanation or report has ever been called from me on such subject.

But it is not protection from oppression, in the way of acts of violence, I maintain, that the agricultural population of the Indigo-growing Districts consider themselves to be really in want of, for oppression of such kind is *at least* of no commoner occurrence in those Districts than elsewhere; the protection which they desire, and which no Magisterial Authority can give them, is freedom from their obligations to cultivate the Indigo plant, when their land could yield them a far more remunerative return by other produce.

As regards the repression of crime and acts of violence against person and property in the Nuddea District, and the opinion formed by my superiors of my general conduct as Magistrate, I solicit reference to the Criminal and Police Reports for the last two years. It is not for me to attempt to justify myself as to the degree of intelligence that may have guided my measures in the general administration of the District for that period, but I trust I may be permitted to say that, during the four-and-a-half years in which I have filled the office of Magistrate, at different periods, in three of the most important Districts in Lower Bengal, that want of activity and zeal in the discharge of the various duties of a Magistrate, to the best of my ability, has never been imputed to me.

From E. H. LUSHINGTON, ESQ., Officiating Secretary to the Government of Bengal, to the Officiating Commissioner of the Nuddea Division,—(No. 7055, dated the 9th December 1859.)

SIR,

I am directed to acknowledge the receipt of your predecessor's letter No. 151, dated the 19th ultimo, submitting the further explanation called for from Mr. Cockerell, late Magistrate of Nuddea, relative to his proceedings in the cases of oppression stated to have been practised by Mr. White, of the Bansbarria Indigo Factory, which formed the subject of complaint in certain petitions presented to the Lieutenant-Governor on the occasion of his late visit to Kishnaghur, and the particulars of which were reported in your letter No. 49, dated the 9th September last

2. The Lieutenant-Governor, having fully considered Mr. Cockerell's explanation, desires me to observe that he does not impute blame to that Officer for his judicial decision in the case investigated by the Deputy Magistrate, Baboo Dwarkanauth Dey, to which Mr. Cockerell has satisfactorily shown that he gave all proper care and attention when disposing of it judicially. But the result of the whole affair is that, apart from the sworn evidence in the case, it seems clear, from the report of the Naib Darogah after personal inquiry on the spot, and from what Mr. Deputy Magistrate Howell afterwards observed when he visited the village in question, that outrages such as were the subject of complaint, which were of a violent and very public character, impossible to be really concealed, were committed by some people or other; and it is certain that no one has been or ever will be punished for them. For such a result no credit can be claimed by the Magisterial Authorities of the District at the head of which was Mr. Cockerell.

3. Such acts as above referred to, I am desired to observe, are not committed without its being perfectly known by every villager on whose part they are committed; otherwise there would be no motive for the acts. No one will suppose that the Police do not know what every one else knows; a single case, it is true, in itself proves nothing; but presuming it not to be really doubtful on whose part the open outrages in question were committed, it must be held that, as far as a single case can go, the fact of an open outrage of this sort, though formally complained of, passing over with absolute impunity, does tend to support the complaint of the petitioners that in this class of cases the Ryots have not been duly protected by the public Authorities.

4. The denial of Mr. Howell that he recommended a compromise of the case of Okhil Chunder Biswas, is considered by the Lieutenant-Governor to be perfectly satisfactory on that point; though considering the nature of the charge, and the languid and dilatory manner in which it was dealt with, it is not surprising that the complainant should have got an impression that he was expected to compromise. In all other points, however, both in respect of Mr. Howell's dealing with the case and of the Magistrate losing sight of a case of such a nature, the original opinion formed by the Lieutenant-Governor of the case of Okhil Chunder Biswas, as derived from your report of the 9th September last, remains unshaken.

5. The remaining cases noticed in your report above referred to, have not been touched upon in Mr. Cockerell's letter.

6. The Lieutenant-Governor accepts with much satisfaction Mr. Grote's assurance that no *general* feeling exists in Nuddea that the people do not in some cases get real protection; although it is not the less certain that some persons either have or pretend to have such a feeling. It may also be observed that it was only in the District of Nuddea that any petitions such as those out of which this correspondence has arisen, were received during the late tour. Much importance, however, is attached by the Lieutenant-Governor to Mr. Grote's remark on the effect of entrusting the Police of a Thannah to a person deeply engaged in mercantile concerns in that Thannah.

7. In conclusion, I am desired to add that although the impression originally made upon the mind of the Lieutenant-Governor by the complaints of the petitioners, in connection with your report upon them, has not been affected by Mr. Cockerell's explanation, the Lieutenant-Governor attaches due weight to Mr. Grote's general testimony in favor of that Officer, whose efficiency and zeal in the performance of his duties generally the Lieutenant-Governor has never doubted.

From H. M. REID, ESQ., Officiating Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal,—(No. 166Ct., dated the 13th December 1859.)

SIR,

IN continuation of Mr. Commissioner Grote's letter No. 151, dated the 19th ultimo, I have the honor to submit copy of a letter dated the 18th idem, containing Mr. Deputy Magistrate Howell's explanation on the subjects referred to in your letter No. 6124, dated the 23rd October last.

2. In the 2nd to 5th paragraphs of his letter Mr. Howell enters into an explanation of the circumstances under which the case of Sreemont Haldar and others was referred to arbitration, and of the subsequent delay which occurred in disposing of the case on the failure of the arbitration proceedings. Mr. Howell's defence amounts to this, *viz.* that the arbitration proceedings were had recourse to, not at his instance, but at the request of the parties

3rd paragraph of Government letter.
7th and 8th paragraphs of Officiating Commissioner's letter.

concerned, and that there was no unnecessary delay in his subsequent conduct of the case. I am of opinion that the Deputy Magistrate committed an error of judgment in allowing the parties to arbitrate the case through the medium of the Court, even although they themselves requested it to be so dealt with, and he was the more wrong in having done so when the case was made over to him, not for final decision, but, as explained by the Magistrate Mr. Cockerell, merely for report. The explanation about the delay which occurred in the subsequent disposal of the case cannot, in my opinion, be regarded as satisfactory.

3. Mr. Howell, in the 6th to 11th paragraphs of his letter, explains his conduct regarding the case of Okhil Chunder Biswas, and states his reasons for not having insisted on the complainant exhibiting the marks alleged to be borne on his person. Mr. Howell further denies that he ever directly or indirectly recommended the complainant to compromise the case; and he further offers explanation of the delay which occurred in the case being disposed of.

4th, 10th, 12th, 13th paragraphs of Government letter.
9th to 11th paragraphs of Officiating Commissioner's letter.

4. I am of opinion that Mr. Howell's explanation on the first point can scarcely be regarded as sufficient, in the absence of any memorandum on the record of his having carefully, in the first instance, examined the complainant's legs and arms and the rest of his body, and having found no marks of any beating upon them. Such a memorandum is usually recorded in cases of the like description, and it would have been satisfactory had one been recorded in the present case. Mr. Howell's emphatic denial of his having ever advised a compromise in this case is, I consider, quite satisfactory, and there is nothing on the record to show that he recommended one. There seems, I would remark, to have been some misapprehension on the part of Government regarding this point (*vide* concluding part of your 4th paragraph). It will be found, on referring to that portion of my letter which has reference to this case, that the assertion that Mr. Howell had ordered it to be compromised was made by the petitioners in their petition to the Lieutenant-Governor, and that, in summing up the real facts of the case, as shown by the record, I did not make any allusion to the compromise, which I should of course have done had it been apparent

from the record that Mr. Howell had directed one to be made. Mr. Howell's explanation regarding the delay which has occurred in the disposal of this case is not, in my opinion, satisfactory.

5. With advertence to your 13th paragraph, I would beg to observe that, although Mr. Howell's proceedings in the cases under report evince some want of judgment and unnecessary delay, yet that I am not prepared to recommend to Government, until I have seen something more of his work, such an extreme measure as taking from him the *special* powers with which he has recently been invested. I propose reporting further on the subject shortly. In the mean time it is my opinion that Mr. Howell should not at present be posted to the charge of a Sub-Division, nor should his powers be further increased until he shall have passed the higher standard examination.

6. I take the opportunity of drawing the attention of Government to Mr. Grote's letter No. 152Ct., dated the 22nd ultimo, in which he recommends that Mr. Howell should be transferred to the District of Rungpore, to which he originally stood appointed, the number of Deputy Magistrates and Deputy Collectors at Nuddea being larger than requisite.

7. With advertence to your 14th paragraph, the instructions contained in which have been duly communicated to the Magistrate, I have to report that the cases of Sreemont Haldar and Okhil Chunder Turufdar are still undisposed of, owing, as the Officiating Magistrate reports, to the non-attendance of the parties.

8. I find further, on referring to the record of the case of Ram Coomar Biswas, that the missing man, Seetul Turufdar, who is alluded to in the 12th and 13th paragraphs of my letter of 9th September last, is reported by the Police Darogah to have been carried away in a wounded state to the Factory of Lindooree, in the District of Jessore, and there to have died of epilepsy. The present Magistrate, Mr. Drummond, has been instructed to make a thorough investigation into this very grave assertion, and the Magistrate of Jessore has been directed to afford him every possible aid in elucidating the real facts of the case.

9. The Nuddea Magistrate has further been instructed to give his best attention to the early and careful disposal of the above two cases referred to.

Memorandum from L. R. TOTTENHAM, Esq., Officiating Magistrate of Nuddea, —(No. 280, dated the 19th November 1859.)

FORWARDED to the Commissioner of Circuit, Nuddea Division, with reference to his Office Memorandum No. 161Ct., dated the 2nd instant.

From J. E. HOWELL, Esq., Deputy Magistrate of Nuddea, to L. R. TOTTENHAM, Esq., Officiating Magistrate of Nuddea,—(dated the 18th November 1859.)

SIR,

I HAVE the honor to acknowledge the receipt of your Office Memorandum, No. 266, dated 6th instant, forwarding Government letter No. 6124. In reply I beg most respectfully to state, that I cannot help regretting that the Officiating Commissioner should have taken so unfavorable a view of my proceedings in the two cases* made over to me for report.

* Sreemont Haldar and Okhil Chunder Biswas.

2. Adverting to the 3rd paragraph of the Secretary's letter, I beg to observe that, after I had gone over the papers of Sreemont Haldar's case, I resolved on going to the spot, that I might satisfy myself whether the injury complained of by the plaintiff has been really sustained by him or not, or to what extent.

3. On my arrival on the spot, in village Colinga, I was surprised to find everything in good order, and to all appearance as if no injury whatever had been sustained by the complainant; and when asked to point out the injuries complained of, I found that he could not do so. The petitioner must have imagined that there would have been no actual inquiry on the spot, but simply that he would have been called upon to adduce proof by witnesses alone, and was quite unprepared for an inquiry on the spot, for he had stated in his petition that his houses had been forcibly entered, and the whole of his movable property and grain plundered and carried off by Mr. White and his servants, and what could not be removed, destroyed or greatly damaged. While on the spot the property seemed not to have sustained any injury whatever. I also recollect that he had admitted, when cross-questioned, that he had sold a good portion of his grain in the Bunguljhee Bazar, while he stated that he had been plundered of the whole by Mr. White and his servants.

4. The plaintiff perceiving that he was quite unable to prove on the spot the circumstances alleged in his complaint, he now begged to be allowed, with Mr. White's consent, to put the case into arbitration; and as I considered that the case would be best settled in this manner, if both parties were willing to this mode of settlement, I told the plaintiff that, if he obtained Mr. White's consent (for he had made Mr. White the defendant in the case), and that if both parties, by separate petitions, expressed their willingness to a settlement of the case in this manner, I would not object to it. But I distinetly affirm, that the suggestion to subject the case to arbitration did not emanate from me, but from the plaintiff himself, and I only agreed to it on the expressed wish of both parties. Both parties having agreed to this mode of adjustment, the case was made over to arbitrators, and a reasonable time allowed them to dispose of the case, on the expiration of which period the arbitrators applied for a further extension of time; to enable them to settle the case time was granted them. In the meanwhile the Lieutenant-Governor arrived, and the plaintiffs having presented a petition to him, the arbitrators came forward and returned the case to the Court, now for the first time (after they had had the case nearly a month), stating that they could not dispose of the case, as Mr. White, the defendant in the case, so long allowed to be as such, was not the real defendant. I leave you to judge whether it required them a month to find this out? or was this merely an excuse to get rid of the case?

5. On the case being received into Court, I ordered that it should be forthwith proceeded on without any further delay. At this stage of the proceedings the Magistrate called for the case, and forwarded it to the Officiating Commissioner, with his remarks and report, since when it has not been returned to my file.

6. In reply to the 4th and 10th paragraphs of the Secretary's letter, referring to Okhil Chunder Biswas' case, I beg most respectfully to urge that I cannot perceive how the Officiating Commissioner assumes from the proceedings that I suggested a compromise, or that the case has sprung out of an attempt to force Indigo advances on the plaintiff by the defendant, for I cannot see that this view of the case can be received from any of the papers on the file.* How, then, the Officiating Commissioner arrived at this conclusion I am at a loss to imagine.

* *Vide* depositions of Okhil Chunder Biswas.
Vide Depositions of Bepin Beharry Biswas, Evidence of witnesses.

7. I intentionally took a long time in the consideration of this case, because I deemed it one of a grave nature, and wished to give the plaintiff every means in his power to substantiate his plaint. The witnesses he brought in the first instance I did not consider as trustworthy, for they were nearly all discharged servants of the Factory, and their evidence is full of discrepancies; and, in cross-questioning them, some have so contradicted themselves as to have destroyed their own testimony, and others did not await cross-questioning, but absented themselves. Plaintiff perceiving this begged to be allowed to put in another list of witnesses, who he said were Mr. White's servants, but *respectable men*, who saw the ill-treatment being inflicted on him. Desirous to let him substantiate his case, I ordered a summons to be sent in the usual manner, accompanied by an English letter to the employer to produce the parties named by the plaintiff. On hearing this, the plaintiff, Okhil Chunder Biswas, objected to the mode adopted, stating that if Mr. White became aware of the circumstance, he would tamper with the witnesses before they came into Court. He wanted them to be summoned through the Darogah. Had Okhil Chunder Biswas not objected to their being summoned in the manner generally adopted in calling in the servants of employers, and had the employer failed to attend to the requisition of the Court, the plaintiff would have had the benefit of this refractory disposition shewn in not attending to the Court's process, but he would not have this.

8. Plaintiff states that he was tied up to a puller, and beaten most unmercifully by the defendant with a stirrup-leather.

9. With respect to this circumstance I beg to state, that on his appearing before me I carefully examined his arms, back, seat, thighs, *but found no marks*. I examined his arms more particularly, as I imagined that, if he had been flogged as he stated, his attempts to release himself in his struggles would have left some marks of the rope ties, while those from a piece of leather might have been obliterated between the time the injury was said to have been inflicted and his appearance before the Court (one month), while the chances were that some marks on the skin from the rope fastening might be still visible. But I beg to add that no mark whatever was visible to my examination. After this careful examination I again asked the plaintiff how it was that he could not show a single mark, after he had received so severe a beating as he represented, to which he gave the response on record.

10. Had the man been so severely beaten as he said, it is likely there would have been marks over his person, and not only in one place, as he asserted. Had the mark been of any consequence it would have been visible through the very gauze-like cloth that his loins were wrapped in. A beating given under the struggles of the party on whom it was inflicted could not have been laid on only in one place, but must have been laid on over the whole seat, which I inspected, and not only in one invisible part that the man from shame could not expose. It must be borne in mind that the plaintiff came into Court a full month (or more) after the beating, and wounds from a strap of leather, however severe, had full time to heal within this period. I considered the charge of a grave nature, and was desirous to give the man every chance in my power to adduce proof, which caused the delay in disposing of the case. Had I not been impelled by this motive, I should have summarily dismissed the case as not proved by the evidence adduced.

11. Lastly, I beg emphatically to deny that in this case I either verbally, or by written order, recommended or even suggested a compromise. There is nothing in the proceedings from which it can be inferred that I did so, and the Petitioner's assertion in this respect is entirely false.

12. From the explanations given relative to the cases alluded to in the 3rd, 4th and 10th paragraphs of the Secretary's letter, I trust that His Honor the Lieutenant-Governor and the Commissioner will see that every facility was allowed the plaintiffs to prove their cases, in order that their grievances might be redressed.

13. I beg most respectfully to draw attention to the Magistrate's report on these cases.

No. 53, dated 24th August 1859.

14. I further beg most respectfully to refer to the opinions entertained and expressed of me in the reports to the Officiating Commissioner, noted in the margin, formed no doubt from my general conduct, and from the manner in which I had conducted my duties under them, my late immediate superiors, Mr. Belli and Mr. Cockerell.

The Collector Mr. Belli's Report, dated 30th July 1859.
The Magistrate Mr. Cockerell's Report, dated 30th July 1859.

15. And that I have not slackened in my efforts, or in energy, ability and zeal in the discharge of my duties now, I most respectfully

Messrs. Woodcock and Tottenham.

appeal to my present immediate superiors, the Collector and Officiating Magistrate, who, I have no doubt, will respectively testify to the manner in which I attend to the performance of my present duties.

From E. H. LUSHINGTON, ESQ., Officiating Secretary to the Government of Bengal, to the Officiating Commissioner of the Nuddea Division,—(No. 135, dated the 21st January 1860.)

SIR,

I AM directed to acknowledge the receipt of your letter No. 166Ct., dated the 13th ultimo, submitting, with remarks, the explanation required from Mr. Deputy Magistrate Howell, regarding his proceedings in the cases of oppression said to be practised by Mr. White of the Bansberriah Indigo Factory.

2. In reply I am desired to intimate, that the Lieutenant-Governor agrees in the view taken by you in regard to the compromise point, and Mr. Howell's explanation is quite satisfactory; but the delay, considering the nature of the charges, whether true or false, is not. Mr. Howell, the Lieutenant-Governor doubts not, will avoid such an error in future.

3. Mr. Howell will hereafter be transferred to some District where there is more need of a Deputy Magistrate. At present the Lieutenant-Governor refrains from acting on Mr. Grote's suggestion for his transfer to the District of Rungpore, lest it should appear that the fault found with his proceedings in Nuddea has been more serious than it really is.

From A. GROTE, ESQ., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal,—(No. 5, dated the 29th March 1860.)

SIR,

IN continuation of my predecessor Mr. Reid's letter of the 13th December last, No. 166Ct., I have the honor to annex copy of the late Magistrate of Nuddea Mr. Drummond's decision in the case of Okhil Chunder Biswas.

2. The case of Seetul Turufdar is still pending. No trace of the missing man has yet been found, and that of Sreemunt Haldar has been compromised.

Horochunder Ghose.
Mr. W. White.
Defendant.—Defendant was a Gomashta, and was dismissed; did not give his Nikash, and has brought this false complaint, as the Saheb was going to complain against him.
Defendant 2 denies.

Beepin Beharry Biswas.—My uncle was defendant's Tusseeldar of Dukhinparah, &c. He was dismissed. He came to Joypore village to carry on his affairs. On the 9th Bysack, while sitting in Omesh Mookerjea's house, six or seven lattials came and carried him off. I know defendants, and he pointed out my uncle. Don't know where he is. I was sitting near him. His name is Okhil Biswas. The lattials told me that Mr. White gave the order. (The neighbours are respectable, but they are defendant's Ryots.)

Mody Sheikh.—I and Rodim were going to Hematpore to buy cows. Met Okhil and the lattials, and asked him, where are you going ? &c. (Not very credible.)

Modoosoodun.—On the 10th, two dond bela, they took him to the South of the Saheb's house, tied his hands, and the Saheb beat him with a stirrup-leather. Oomesh Chundro and Holodhur Ghose Dewan were there; they said wash him. I got my juwab four days after.

Moczdeen Nikaree.—I and Golab, going to buy mangoes, met four or five lattials. Same as Mody Sheikh.

Golab Sirdar, sitting near Okhil Biswas; he was taken away.

Okhil Chundra Biswas.—I was formerly Gomashta of Dukhinparah. Mr. White told me often to bully the Ryots, and dismissed me in Ashar because I would not. In Bysack I was in Joypore on my own affairs. On the 9th I went to the Saheb's Mal Gomashta there; just then defendant Oomesh Ghose, Okhil Ghose, Gadey Sheikh, three others. Defendant said, Do you obey the Saheb? They took me to the Cutcherry; (my nephew, plaintiff, was there.) Oomesh Chundro, Superintendent, said, have you brought the 300 Rupees? I was unwilling to give a fine. Rameshur Bagdi, &c. beat me. Wanted five Rupees a day? Next day defendant gave order. Rameshur Bagdi, &c., took me to the South Verandah, beat me with a stirrup leather. Then the Saheb send me to Gacha Factory to Issur Mitter. I was beaten well. I remained two days at Puleanpore, in a Polatokee Bagdee's house, in Madary Sheikh's jumma. Then three days in Boidonauth Sirdar's house. Then I went five days to Tarachand Paik's house at Peepragatchee. Then to Gongadhur Biswas' house. Next day was taken back to Bansberriah, one day there; again for seven days at Boidnath's house. Then one day in Tebooleah Sheikh's

at Gatcha. Then seven days in the Khooty there. Three days at Mohotpore Khooty. On the 5th of this month I ran away from there in a dark night. Have got marks of beating; can't show them.

Oomesh Chundro Roy.—Saw Okhil in Tara Chand's house at Peepragatchee. Had gone to look for a cow. Lattials were there.

Boidonauth Doss.—Do. Do.—Ombica Churn Biswas was a Mohurir at Bansbarriah. Ditto at the Factory.

Ukhoy Chundro was a godown Mohurir. Saw Okhil there.

I consider that the evidence recorded above clearly proves that Horochunder Ghose, the defendant, was one of those who carried off the plaintiff Okhil. There are no discrepancies, and I put faith in Okhil's story. I am sorry that the part relating to his being taken to Bansberriah, and being beaten by Mr. William White, is not better proved. I cannot put faith on the evidence of Modoosoodun, a dismissed servant of White's; and without that there is not enough to convict White, although I cannot help thinking him guilty. The defendant Horochunder denies the charge, but fails to clear himself. He is the principal offender in this outrage, and I think is deserving of a very severe punishment, in order to put a stop to this sort of conduct of White's by making his instruments see that they will be punished. I am sorry there is not enough to punish White upon, but I must order him to be released. The defendant Horochunder will be imprisoned for six months, and pay a fine of fifty Rupees, or labor.

(Signed) E. DRUMMOND,
Magistrate.

29*th December* 1859.

From A. R. YOUNG, ESQ., Secretary to the Government of Bengal, to the Commissioner of the Nuddea Division,—(No. 1446, dated the 2nd April 1860.)

SIR,

I AM directed to acknowledge the receipt of your letter No. 5, dated the 29th ultimo, enclosing a copy of the late Magistrate of Nuddea Mr. Drummond's decision in the case of Okhil Chunder Biswas, and in reply to inform you that, in the opinion of the Lieutenant-Governor, it is a clearly substantiated case of the class, known to be so common, of kidnapping and lengthened false imprisonment, in different places.

2. It is much to be regretted that the principal party, in whose interest the offence was committed, has escaped all punishment. For it is impos-

sible to suppose that the prisoner sentenced committed the outrage on his own account.

3. I am desired to request that you will be so good as to forward to this Office another copy, more carefully written, of Mr. Drummond's decision, as the one sent by you is full of clerical errors.

From A. GROTE, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal,—(No. 63Ct., dated the 6th March 1860.)

SIR,

I BEG to lay before His Honor the Lieutenant-Governor copy of a letter No. 64, dated 25th ultimo, from the Officiating Magistrate of Nuddea.

2. In reply I enquired whether Bishto Ghose had himself been concerned in Seetul Turufdar's case, and what might be the general character of the evidence which he professed himself ready to give. I find now that he was not concerned in the above case, but that he was at the Bansberreah Factory when Seetul Turufdar was taken there. This much he admits, but he will say nothing more till he is assured of pardon.

3. Mr. Herschel repeats his recommendation, and expresses a hope that no legal objection may interfere with its being complied with. By doing so we are laying ourselves open to be duped, and but little weight can attach to a statement tendered under such circumstances. Unless Bishto Ghose's story is one that admits of being proved by the evidence of other disinterested witnesses, we shall not gain much by listening to it.

4. I would tell Bishto Ghose that if, on the information which he gives us, the offence of kidnapping Seetul Turufdar is brought home to conviction, a report for his enlargement from Jail, under his present sentence, will be submitted for the favorable consideration of Government.

From W. J. HERSCHEL, Esq., Officiating Magistrate of Nuddea, to the Commissioner of the Nuddea Division,—(No. 64, dated the 25th February 1860.)

SIR,

I HAVE the honor to report that Bishto Ghose, the Jemadar of Lattials in Mr. White's Factory of Bansberreah, who was summoned in the Bansberreah case (in which Mr. White was punished), has appeared and given his defence. He has been convicted of the crime, and

sentenced to six months' imprisonment, being the same punishment as was assigned to others of similar guilt.

2. Previous to the decision the plaintiffs had put in a razeenamah in the case, Bishto Ghose having offered to give important evidence in the case of Seetul Turufdar, if allowed to go free in this case. Mr. Drummond rejected the razeenamah. I have now the honor to request that an application be made, with all practicable speed, to Government, for a conditional pardon to the prisoner, the condition being that he should give full evidence in the case of Seetul Turufdar.

From LORD H. U. BROWNE, Under-Secretary to the Government of Bengal, to the Commissioner of the Nuddea Division,—(No. 929, dated the 14th March 1860.)

SIR,

I AM directed to acknowledge the receipt of your letter No. 63, dated the 6th instant, and in reply to inform you that the Lieutenant-Governor is pleased to give a promise of pardon to the prisoner Bishto Ghose, on the condition that he gives full, true and material evidence in the case of Seetul Turufdar.

No. XII

From J. Forlong, Esq., Indigo Planter, to E. H. Lushington, Esq., Officiating Secretary to the Government of Bengal,—(dated the 24th November 1859.)

My dear Sir,

The enclosed correspondence will duly reach the Hon'ble the Lieutenant-Governor through the usual channel of the Commissioner and the Magistrate of this District. As I am anxious, however, that the letters should come without delay under the Lieutenant-Governor's notice, may I beg you will be good enough to hand them to him, and also acquaint yourself with the same. I feel assured that the letters addressed to the Magistrate and to the Reverend Mr. Blumhardt will meet with Mr. Grant's approval. A most extraordinary impression has gone abroad that Mr. Grant is extremely hostile to Indigo Planters, and has a desire to put a stop to Planting altogether. This I know is a mere idle tale, insidiously circulated among the people, but still, most strange to say, it is among the Ryots very widely credited.

In this country, and especially in an Indigo District, an Englishman comes in collision with petty interests altogether opposed to European enterprise; every effort is made to place him in a false position, and Ryots often set up to assume independent action against him, who know not the meaning of the terms, and who are little better than slaves to their Mahajuns. At present, from the high price of everything, the necessaries of life are procured with difficulty by the mass of the people, and a small Talookdar or Mahajun, who supplies the Ryots with food, sometimes compels them to act against the Planter, whose crop interferes with others they wish the Ryot to grow, at a rate certainly to the Ryot not more remunerative than Indigo, however advantageous such crops may be to themselves.

There is no instance of late years of any large Zemindar in this District quarrelling with a Planter, and in every case where opposition to the Planter arises it is to be traced to the middleman or Mahajun, who is in the habit of supplying the Ryot with food at rates almost incredibly usurious, and who, under the pretence of releasing the Ryot from subjection to the Planter, has only the wish to place him more under his own. There are evils and annoyances connected with Planting of which I am quite aware, and which are much to be regretted, but they arise from causes not to be overcome by any skill or even liberality on the

part of the Planters, and which, in the present state of education and morals among the agricultural population, are utterly beyond his control.

I am certain, and that after long years of experience, that the result of an inquiry made by the Lieutenant-Governor would show that the condition and general comfort of the Ryots in any large Indigo District much exceeded what the same class possessed in any District in which Indigo Planting, or any sort of enterprise making the settlement of Europeans in the District necessary, were unknown.

I trust the Lieutenant-Governor will kindly excuse my troubling him as I now do.

From J. FORLONG, ESQ., Indigo Planter, to L. R. TOTTENHAM, ESQ., Magistrate of Zillah Nuddea,—(dated the 23rd November 1859.)

SIR,

I BEG to send you copies of certain letters I have just sent to the Reverend Mr. Blumhardt, the senior Missionary in this District. The letters will, I think, prove to you how anxious I am, and have always been, to see justice done to every Ryot connected with the large property under my charge.

In my letter of the 7th I mentioned my anxiety to redress any wrongs the Pathurgatha village Ryots had to complain of, but what I said then, as to the Ryots being under the influence of people who had no desire they should come to me, has turned out quite correct. The people in question have merely a desire to use the Ryots for a time to forward their own selfish views, and create mischief between them and myself as their landlord, thinking that by doing so money would find its way into their hands. Nuzzimooddeen Sheikh, a dismissed Jail Darogah, and now a Mooktear, has had much to do in the way of misleading these Ryots. He is known to be a man of the worst character, and is always plotting mischief for the purpose of getting cases, no matter how disreputable, placed under his management. I need not comment upon Mr. Bomwetsch's conduct, for my letter to Mr. Blumhardt says enough upon this subject.

As I hear the Ryots accompanied by Nuzzimooddeen, acting also under the advice of Mr. Bomwetsch, have gone either to Mr. Reid, the Commissioner, or with a view of appealing direct to the Lieutenant-Governor, may I beg you will be good enough to forward to the Commissioner copies of the letters I now send you, also copy of my letter to you

dated the 7th current, and at the same time solicit the Commissioner to forward the letters to the Secretary to the Government of Bengal, for the perusal of the Hon'ble the Lieutenant-Governor, who I feel assured will approve the spirit the letters display.

Mr. Grant's name is now being used by some designing men for the purpose of creating mischief between Planters and Ryots. I am quite aware how grossly unjust this is to Mr. Grant, and that no man could more resolutely desire to be strictly just and impartial than he wishes to be; but the act shows what mischievous schemes are in operation, when the name of one holding his high position can be used in the unscrupulous way it is. In fact only yesterday, a gentleman who manages large Zemindaries, and who has nothing to do with Indigo, told me that recently some hundreds of Ryots have asked him if it was the Lieutenant-Governor's order that they were not to cultivate any more Indigo, a tale which has been most insidiously sent abroad, and among a strangely credulous people, easily believed.

From J. Forlong, Esq., Indigo Planter, to the Revd. C. H. Blumhardt, Kishnaghur,—(dated the 21st November 1859.)

My dear Mr. Blumhardt,

As the senior Missionary in this important Missionary District, I beg to bring the following matters under your consideration.

Immediately after Mr. Halliday's visit in May 1858, I wrote Mr. Schurr two letters, dated the 19th and 24th of that month, copies of which I enclose, for the purpose of showing him, and also the other Missionaries in this District, the feelings which animated me towards them and their duties, and also my desire to heal discord that had existed, and my anxiety at the same time to secure their co-operation in the way of preventing the slightest act of misconduct on the part of any Factory servant, by their reporting it to me, should the same at any time come under their notice.

I am not aware that since the time I wrote the letters enclosed, anything has arisen in the least calculated to show that my feelings have in any way changed, or that I am less anxious now than I was then to see, as far as lay in my power, justice done to every one; and but lately, you know, when the Bullubpore Mission was in such serious difficulties, that the slightest shadow of hostility on my part would have ruined and made all the expense and pious efforts of years fruitless, I proved the sincerity of my feelings to the Missions, by discountenancing the Roman

Catholic Clergyman, and refusing him either ground to build upon or any support whatever.

With such feelings towards the Missions in my neighbourhood, it has both pained and surprised me to find the Reverend Mr. Bomwetsch, of Santipore, displaying such bitter hostility towards the gentlemen acting under me, and also towards myself. Mr. B. is in fact making himself a Mooktear, acting as the Agent for any discontented Ryot who chooses to go to him; and he lately got up some serious charges against Mr. Sibbald, all of which were dismissed by the Magistrate.

You are well aware what a high character Mr. Sibbald possesses, and that there is not a man in India disposed to be more liberal and just, or is there a man more respected by every one who knows him. I ask you, therefore, what you think of Mr. B. taking up cases against such a man without the ordinary courtesy of communicating with him.

You know that any communication from Mr. Bomwetsch to Mr. Sibbald would have had the most respectful consideration, and Mr. Sibbald would have been glad indeed to have had any misconduct brought to his notice, and would have instantly redressed it.

Mr. B. however, not content with the above, is now acting in a similar spirit with some discontented Ryots in the village of Pathurgatha near Ruttonpore, and has, I believe, forgotten himself so far as to take into his counsels a man named Nuzzimooddeen Sheikh, a discharged Jail Darogah, and now well known as the most disreputable Mooktear hanging about the Fouzdarry Courts at Kishnaghur. Rumour indeed says that he intends sending the Ryots to complain to the Lieutenant-Governor, a measure that would have been most proper if they had failed in getting justice elsewhere, but they have never asked it from me, although I have begged them to come and do so. Now, all this is very sad conduct on the part of a Clergyman, and surely I have some reason both to be angry and grieved at it.

I see now no other measure left me but to request you to forward this letter to the Bishop, and point out the impropriety of Mr. B.'s proceedings to him; and also to make him aware that, if a bad feeling does arise on the part of Planters and Factory servants towards the Missions, and discord and mischief result in place of the kindly feeling I have been so anxious to maintain, neither the responsibility nor reproach will rest with me. I am certain you cannot think me capable of refusing justice to any one who comes to me for it, for no one is more anxious than I am

to redress wrongs, and punish my servants when they merit it. But when Ryots do not come to me, on the contrary when they listen to evil counsels, and put themselves not in the hands of the landlord but in the hands of a few designing men who wish to use them for a time for their own selfish purposes, what can I do?

It is vexatious that Mr. Bomwetsch should act in a spirit not only so unlike the fair, honest, open dealing you could expect from a Clergyman, but also with such an utter absence of the courtesy of a gentleman.

I enclose you copy of a letter received not long ago from one of the most intelligent Native gentlemen in Calcutta, the Editor of the *Hindoo Patriot,* not for the purpose of indulging in any unworthy vanity, but simply to show that, if a Native gentleman thinks fit to address me such a letter, it can only have arisen from feelings of not a very estimable nature that the Reverend Mr. Bomwetsch was induced to act towards me with the irregular want of courtesy he has displayed.

From J. FORLONG, Esq., Indigo Planter, to the REVD. F. SCHURR,—(dated the 19th January 1858.)

MY DEAR MR. SCHURR,

YOUR kind visit, when Mr. Halliday was here, was, I trust, only a prelude to the renewal of the intimacy that formerly existed between us.

Let me again say if, in the heat of the unfortunate controversy which took place, I expressed one word which gave you pain, I greatly regret having done so; and I state this, believe me, in as sincere a spirit as it is possible to do.

To treat any one with a want of courtesy, I think you will do me the justice to admit, is not my wont, and I am sure it gives me pleasure now to free myself from the possible reproach of having used a hasty expression in a controversy with a clergyman, by offering the fullest atonement in my power, in the event of your thinking I was so to blame.

Mr. Halliday's recent visit will, I think, be the means of doing much good; and one most happy result has attended upon it already, in healing discord which so unfortunately prevailed. I believe Mr. Halliday's visit to the Missions was a source of much gratification to him.

In all matters relating to the Mission, where you think I can do any good, command my services as you like.

You cannot ask anything in which my sympathies at any rate will not be with you; and in Factory matters, whenever an act of injustice is brought to your notice, please bring it immediately to mine.

Do not scruple about troubling me, for even should what you bring to my notice at any time prove on inquiry incorrect, rest assured I have too much respect for the position you occupy as a Clergyman, to feel a shade of annoyance at your acting up to what you think a conscientious discharge of your duty.

What I say to you I equally do so to Mr. Linckè, to whom please send this letter with my kindest regards.

I intend having the pleasure of renewing my attendance at the Bengalee service on the Sunday morning, and all I can do to give your converts confidence in their intercourse with me, and with kind regards to Mrs. Schurr, believe me to remain, &c.

P. S.—Mr. Schurr acknowledged this letter by a short note, showing a very becoming spirit on the part of Mr. Linckè and himself; but thinking that I owed an apology to some other members of the Missionary body; this remark called for my second letter, which Mr. Schurr acknowledged to be all that he could wish.

From J. Forlong, Esq., Indigo Planter, to the Revd. F. Schurr,—(dated the 24th January 1858.)

My dear Mr. Schurr,

I have just received your kind note of this morning, and I acknowledge the paragraph in your former letter (to which you refer) did vex me a little.

I thought, after the frank and unqualified terms of my letter of the 19th instant to you, that it was unnecessary. However, my wish is so sincere to have only the most friendly relations with you, that I beg to say that, should any unhappy controversy arise again between the Missionaries and Planters, and should I interfere at all, I shall do so on broad grounds, and take care to avoid the slightest expressions, which can be construed into a personal allusion by any one of the Missionary body.

In the late to me painful controversy this rule was possibly a little forgotten; and feeling that at any rate you might think so, I at once, on writing to you on the 19th, offered to Mr. Linckè and yourself, as my immediate neighbours, the most unreserved expression of my regret,

in the event of your thinking I had been to blame. To no one else, however, am I at all aware that I owe any apology. I cannot retract opinions, though I may express and feel regret for having stated them too forcibly, or so as to have given to any one unnecessary pain.

Planters and Missionaries going hand in hand may do much good, their misunderstanding each other much evil.

What we have lately seen is enough to make all long more anxiously for success to attend upon all Missionary schemes, and to bind Europeans of all classes more to each other. And to no class in India do I feel the same respect as to that to which you belong; or so heartfelt a desire to aid any one of the good men of which it consists in doing what, as a Clergyman, he would desire.

Laymen as well as Clergymen can all do some good in their own little circle; and I have seen sufficient of life, and known also too deeply its sorrows, not to feel where good can be done, how sad it is to sacrifice one hour in idle strife in place of devoting it to promoting peace and good will.

Again, with every feeling of respect both to Mr. Lincké and yourself, and kindest regards to Mrs. Schurr, believe me, &c.

P. S.—I go to Kishnaghur to-morrow for a few days, otherwise it would have given me pleasure to have called and seen Mr. Vaughan.

From J. FORLONG, ESQ., Indigo Planter, to L. R. TOTTENHAM, ESQ., Magistrate of Zillah Nuddea,—(dated the 7th November 1859.)

SIR,

I AM just favored with your letter of the 3rd, and have had the papers read to me which you have kindly forwarded. The papers bear the impress of what they contain, having been got up by the influence of the Mooktear Nuzzimooddeen, much more than by the unbiassed feeling of the Ryots. Nuzzimooddeen was at Pathurgatha when the Police held the inquiries to which you refer, and the Ryots were in fact tutored by him what to say, his object being to create a quarrel between them and the Factory, with the view of the same being profitable to himself. Nuzzimooddeen's statement as to the Ryots being prevented coming to me is quite untrue. On the contrary, I have begged the Ryots to come and see me, and it is my earnest desire to redress any wrong under which they may possibly labor, and the Ryots well know that I am accessible to them at all times. The Nichindpore Head Gomashta, Hurris Chunder Mookerjee, is also well known to be

about the most respectable trusty servant in this District, and has the best possible name with the people.

To prove, however, how desirous I am to do justice to the Ryots, if you would wish to send Baboo Greesh Chunder Bose, Darogah, again to Pathurgatha, I will go to Ruttonpore Factory, and the Ryots can come before me in his presence, when I pledge myself to see they have the most ample justice done to them.

It is not the Ryots at all who are at present disposed to give either you or myself trouble, but certain parties who make use of them for their own selfish purposes, and who think, if they can make any mischief between the Factory and the Ryots, they will profit in the confusion that may ensue.

I am most desirous to prove to the Ryots, as I have always shown, how much I am their friend, and how much I wish to see justice done to them; but if they will listen to evil counsels, and not come near me, I cannot redress their complaints as I would wish. Believe me I am most desirous to be kind, just, and considerate to every Ryot connected with the large property under my charge; and I am sure a reference to any of your Native subordinates will confirm what I say.

From Baboo Hurris Chunder Mookerjee, to J. Forlong, Esq., Indigo Planter,—(dated the 12th March 1859.)

My dear Sir,

Extreme press of business prevented my replying to your very excellent letter earlier. I was anxious to write to you at length upon the very interesting subject you have touched upon, and so was looking out for more leisure than I have for some days had.

As regards yourself personally, allow me to add my humble but sincere testimony to that given on any side by every class of people who have known you or heard much of you, that no English gentleman in Bengal stands higher in the estimation of his Native fellow subjects than yourself. In private society, when the system of Indigo Planting in Lower Bengal forms the topic of conversation, and the conduct of Planters is, as is generally the case, condemned, Mr. James Forlong is almost always excepted by name, and so even in public discussions in which our countrymen take any part.

It were to be wished that the generality of your countrymen in India felt as you do for us. The position of an English gentleman residing in the Mofussil is one in which his power to do good is great; his

intelligence, and the civilization in which he is bred up, enables him to confer benefits of a nature which the generality of our countrymen, including the highest classes, know not how to extend to each other. You cannot blame us if we measure your conduct and criticize it by a higher standard than we think of testing the conduct of our own countrymen by. It is this principally which, confined with (I confess) party purposes, that will account for the severity of the articles in the *Hindoo Patriot* on Indigo Planting.

I have mentioned party purposes. You will yourself, I am sure, recognize a sign of future improvement in the capacity manifested of late by some of our countrymen, though very few of them, and their disposition to mix in politics. One cannot interfere, however, in political matters without being more or less a partisan ; and I feel sure you will agree with me, that it is far better to be a partisan than to be the cold apathetic being Bengalees so often are.

I hope you will allow me sometimes to have the pleasure of hearing from you ; for there are many things I would like to address you about connected with matters in the Mofussil, and have your valuable opinion regarding them.

From J. C. BROWN, ESQ., Civil and Sessions Judge of Kishnaghur, and others, to J. FORLONG, ESQ., Calcutta,—(dated the 30th April 1853.)

DEAR SIR,

WITH reference and in reply to your letter to us dated the 25th instant, we are happy to have it in our power jointly and individually to bear witness to the exemplary, gentlemanly, and honorable way in which you always conducted yourself during the period we have known you as a resident Indigo Planter in this District. Some of us have witnessed, while others have only heard of the high estimation in which you are held, and the respect entertained for you by all those you had under your control and authority while you were resident in this District. Your constant endeavours to ameliorate the condition of the poor and needy that came under your notice are deserving of the highest eulogy.

We regret that the change in your affairs should have deprived us of the pleasure of meeting you occasionally at the Station, and we sincerely trust that the commercial engagements you have now entered into may lead to your prosperity and happiness.

P. S.—To my signature attached to the accompanying letter I can add my individual testimony to the uprightness of Mr. Forlong's

conduct. During the time I have been Surveyor in the Nuddeah District, I have travelled over, I may say, every village connected with Mr. Forlong's Factories, and I can confidently say that I never heard an European resident in any District so well and so affectionately spoken of by the highest and lowest Natives. From the great Zemindar down to the poorest Ryot all found equal justice at Mr. Forlong's hands. I am enabled to state this from conversations I have had with all the Natives of this District, and often since his departure I have heard expressions of regret that Mr. Forlong is no longer among them. I desire also to add that, in the prosecution of the public duties of the Survey, I have met with every assistance from him, as also his subordinates, and I have no recollection of being obliged to report to him any instance of a refractory Ryot, or any individual under him, offering any obstruction to the progress of the Government Survey.

(Signed) RALPH SMYTH, *Artillery*,
Superintendent of Survey.

Memorandum by J. FORLONG, ESQ., Indigo Planter,—(dated the 25th November 1859.)

THIS letter was sent me when I left the District for a few months in 1853, and after I had resided at Kishnaghur for sixteen years, keeping that Concern and Kotgunal under own special charge; and upon which two properties there was a population of 2,75,000 people, I may say, nearly all more or less united with the Factories. I think the letter shows that I am not likely to be harsh to Ryots or refuse them justice.

From MR. JOHN WHITE, Mohutpore Factory, to E. H. LUSHINGTON, ESQ., Officiating Secretary to the Government of Bengal,—(dated the 25th November 1859.)

MY DEAR SIR,

I HAVE just heard that the Ryots of certain villages in my Mohutpore Division have been ordered by their Talookdar, Prankisto Pal, to go down to Calcutta to present a petition to His Honor the Lieutenant-Governor against me, for the purpose of evading their engagements of cultivating Indigo. To prevent His Honor from coming to a hasty conclusion, and issuing orders without first being duly informed of the circumstances of the case, I take the liberty of

addressing you, pledging my honor as a gentleman to the truth of what I am about to state. There are two brothers who own a number of villages in my Indigo concerns, named Prankisto Pal and Nobokisto Pal; these men are in deadly feud with each other, and have been for many years past. I had a large tract of land called the Deepur Maut, part of which was cultivated by the Ryots of each party; this land was much coveted by both, and very lately I made an exchange of this land with Nobokisto Pal for some equivalent land in return, which gave great umbrage to Prankisto Pal, who was most anxious to possess it. He tried all in his power to induce me to make an arrangement with him instead of his brother, and failing in this, he became most bitterly opposed to me and my Factories, forbidding the Ryots of all his villages to sow their October Indigo, which they were engaged in at the time of this occurrence. There was up to this time no bad feeling between the Ryots and the Factories, nor does any exist in reality at the present moment, in proof of which I shall here mention what occurred a short time ago. One of the Deputy Magistrates of this District was in the neighbourhood of the villages above alluded to, and was requested by the Magistrate to make inquiry of the Ryots if they had any complaints against the Factory or my Superintendent, Mr. Adam Hume Smith, which he did, and got for answer they had none, but were ordered to discontinue sowing, and to hold no further intercourse with the Factory, under penalty of a fine of 25 Rupees for each man. This was given in to the Magistrate in a written report by the Deputy Magistrate, and can be found in the records of his Court. This Talookdar and his son are now both under bond for Rs. 5,000 to keep the peace for one year. They have armed men continually in their employ to enforce their orders. On a former occasion, when Mr. E. Trevor was Magistrate of this District, he sentenced the two brothers to six months' imprisonment, with fines, for assembling lattials, of which he had ocular demonstration. A reference to the Magistrate here will confirm all I have stated. I beg you will lay the above statement of facts before His Honor the Lieutenant-Governor, with the concluding observation that there is a strange impression abroad in this District that Government are opposed to Indigo Planting, and have determined to put a stop to it, and that those who assist in so doing will find favor in their sight. This report has, I think, been spread by designing men for their own advantage.

Memorandum.

MR. FORLONG was informed in a demi-official letter that the Lieutenant-Governor was sorry to hear that so unfounded an idea had gone abroad as to his supposed hostility to Indigo Planters, his desire being to do equal justice to all classes. The Lieutenant-Governor is not aware of ever having done or said anything which if not misunderstood would account for such an idea being prevalent.

Should Mr. Forlong be coming down here, it would give the Lieutenant-Governor much pleasure to see him.

Memorandum.

MR. WHITE was informed, in a demi-official letter, that there was no danger of the Lieutenant-Governor's coming to any conclusion on the complaints of the people alluded to upon their mere petitions. In such cases either complainants are referred to the Local Authorities, or a report, after enquiry, is called for from those Authorities.

It was intimated to Mr. White, that the Lieutenant-Governor was sorry to hear that there was an impression in his District that the Lieutenant-Governor was opposed to Indigo Planting. The Lieutenant-Governor wishes, as every one else does, the rights of all persons of all classes to be respected, and all persons to be protected from violence or oppression; and when any case is brought to his notice, in which he thinks it necessary to enforce these principles, he does so without the slightest regard to the class of person who may happen to be interested in that particular case. Sometimes such cases may have to do with Indigo, and sometimes not. The Lieutenant-Governor does not think that a point of any consequence. And so far from being opposed to Indigo Planting in general, the Lieutenant-Governor thinks that, if conducted on wholesome and sound commercial principles, with due regard to the rights of all parties, it must be a great benefit to all concerned and to the country at large.

No. XIII.

From Lord H. U. Browne, Under-Secretary to the Government of Bengal, to the Editor of the *Hindoo Patriot*,—(No. 7341, dated the 23rd December 1859.)

Sir,

With reference to the article in your issue of 10th instant, headed "Indigo Planting in Nuddea," I am directed to inform you that the Lieutenant-Governor will be much obliged by your communicating the names of the persons referred to, on whose authority the statements in that article were made, to the Commissioner of Police, Calcutta, who has received instructions to forward their statements to the local Authorities at Kishnaghur.

2. The Lieutenant-Governor trusts that, for the sake of the interests of justice, the parties will not hesitate to communicate full particulars to the Commissioner.

From Lord H. U. Browne, Under-Secretary to the Government of Bengal, to the Commissioner of Police, Calcutta,—(No. 7342, dated the 23rd December 1859.)

Sir,

With reference to the accompanying copy of a letter this day addressed to the Editor of the *Hindoo Patriot*, I am directed by the Lieutenant-Governor to request that you will be so good as to take down the statements of the parties whose names may be communicated to you by the Editor, and forward them to the local Authorities at Kishnaghur for investigation.

From the Editor of the Hindoo Patriot,—(dated the 31st December 1859.)

The Editor of the *Hindoo Patriot* has the honor to acknowledge the receipt of Under-Secretary Lord H. Ulick Browne's letter No. 7341, of the 23rd instant, and with reference thereto to state, that he will make every endeavour to induce the parties concerned to appear before the Commissioner of Police, Calcutta, for the purpose mentioned.

The Editor of the *Hindoo Patriot*, however, begs leave to observe, that no statements were made in the article noticed on the writer's own authority, or on that of any one else, the paper containing only comments upon a Government letter which furnished the facts.

From S. Wauchope, Esq., Commissioner of Police, to the Secretary to the Government of Bengal,—(No. 3, dated the 5th January 1860.)

Sir,

With reference to your letter No. 7342, of the 23rd ultimo, directing me to take the statements of the parties whose names might

be communicated to me by the Editor of the *Hindoo Patriot*, I have the honor to forward copy of a letter addressed to him by me and of his reply, sending me a number of Ryots from the Kishnaghur District, who state they had come to Calcutta to seek justice from the oppression of certain Indigo Planters in that District.

2. Although these Ryots are evidently not the persons on whose authority the statements in the issue of the *Hindoo Patriot* of the 10th December were published, I have taken down in writing what they had to say, and beg to enclose their statement for the orders of the Hon'ble the Lieutenant-Governor of Bengal.

From S. WAUCHOPE, ESQ., Commissioner of Police, to the Editor of the *Hindoo Patriot*, Bhowanipore,—(No. 1072, dated the 29th December 1859.)

SIR,

WITH reference to the letter No. 7341, of the 23rd instant, from the Under-Secretary to the Government of Bengal to your address I have the honor to inform you that if you will be so good as to let me have the names of the correspondents to whom you refer in the article headed "Indigo Planting in Nuddea," I shall be happy to take their statements at any time or place which may suit them best, so that they may suffer as little inconvenience as possible.

Bhowanipore, Hindoo Patriot Office,
4th January 1860.

THE Editor of the *Hindoo Patriot* has the honor to acknowledge the receipt of a letter dated the 29th ultimo, from the Commissioner of Police, Calcutta, and in compliance with the request contained therein, begs to send some persons concerned in the matter alluded to in the articles headed "Indigo Planting in Nuddea" in the recent issues of the above journal. They are not the identical individuals referred to in Mr. Secretary Lushington's letter No. 6124, of the 23rd October last, to the address of the Commissioner of Nuddea, but they will probably be able to throw some light on the cases treated of in the letter.

Other individuals interested in those inquiries accompany, whom the Commissioner of Police, if he thinks fit, may examine. The Editor of the *Hindoo Patriot* understands that Umbica Churn Biswas and Okhil Chunder Biswas named in Mr. Secretary Lushington's letter are somewhere in Hatkhola in Calcutta.

Deposition of SHEIKH KHOSAL MUNDOL.

THE information of Sheikh Khosal Mundol of Patorghatta Gobindopore, taken upon solemn affirmation by me S. Wauchope, Esq., one of Her Majesty's Justices of the Peace, in and for the town of Calcutta, at Fort William in Bengal, the fifth day of January 1860, who, on solemn affirmation, saith : I live in the village of Patorghatta, Thannah Hattea, Zillah Kishnaghur. Our village is a very long distance (ten or twelve coss) from Hanskhallee, and what has taken place there we know not anything of our own knowledge. I know nothing of Seetul Turufdar or what has become of him.

The Factory of Ruttonpore is about two or three coss distant from my village. It belongs to Mr. Goldsmith, who is under Mr. Forlong, who stays at Nichindipore. Mr. Goldsmith has committed much oppression on the Ryots of my village. On the 13th of last Kartick, by Mr. Goldsmith's orders, Judoo Roy, the Dewan of Huttra Factory, seized Chunder Biswas and Boroo Mundol and Anundo Biswas and Sheikh Jumeeut; the last of whom made his escape from Ruttenpore Factory. The other three were taken away and since then we have seen or heard nothing of them. The reason why these men were seized was, that the Indigo Planter wished them to sow Indigo by force which they refused to do. Then the Indigo Planters' people, to compel them and us who refused to sow Indigo did all sort of oppression, looted us, and placed Elephants and Lattials from the Factory in various places so as to damage our crops and ourselves. We were about to petition the Magistrate, and in order to compel us to settle the matter, the Planter carried off the men in question. We petitioned the Magistrate but received no advantage from it. The Magistrate was a friend of all the Planters and would not listen to us poor men. I believe the Kotwallee Zillah Darogah made a Mofussil inquiry. What report he made I know not, but we got no justice; and whether the three men are dead or alive I know not. There are fourteen of us who have fled from our village who are here present. We have fled because we are so oppressed by the Indigo Planter Mr. Goldsmith, acting under Mr. Forlong, that we can in no way stay in our village. We can relate no other particular instance of persons being kidnapped from the village, but, in all sorts of manners, fines and dues are extorted from us. We are forced to sow Indigo, and on our not doing so are oppressed. We cannot sow Indigo for we are not paid a sufficient sum for it to keep ourselves and our families.

SHEIKH KHOSAL MUNDOL. X (His mark.)

The under-mentioned thirteen individuals having also appeared before me state that they can give no additional facts regarding kidnapping Ryots, but confirm Sheikh Khosal's statement regarding the manner in which they are oppressed by Mr. Goldsmith and Mr. Forlong and Nobin Chunder Biswas and Judoo Roy. They state that they came to Calcutta for justice and with them about fifty others. That they presented a petition to the Lieutenant-Governor on Saturday, the 31st December 1859, and the rest not being able to support themselves in Calcutta have gone home.

From S. WAUCHOPE, Esq., Commissioner of Police, Calcutta, to the Secretary to the Government of Bengal,—(No. 12, dated the 9th January 1860.)

SIR,

WITH reference to your letter No. 7342 of the 23rd ultimo, and in continuation of mine, No. 3 of the 5th instant, I have the honor to report that the Editor of the *Hindoo Patriot* having forwarded to me eleven Ryots of the Kishnaghur District, I have taken the statement of the man amongst them who was best acquainted with the circumstances, attending the alleged kidnapping of Situl Turreefdar by Mr. Hampton, of Hauskholee Indigo Factory, and have sent it, with the names of others, to the Magistrate of Kishnaghur.

2. I believe, however, that everything now communicated to me has already been reported to the Kishnaghur Police.

From LORD H. U. BROWNE, Under-Secretary to the Government of Bengal, to the Editor of the *Hindoo Patriot*,—(No. 395, dated the 27th January 1860.)

SIR,

WITH reference to the second paragraph of your letter, dated 31st ultimo, I am directed by the Lieutenant-Governor to inform you, that the article headed "Indigo Planting in Nuddea," which gave rise to this correspondence, appeared in your issue of the 17th December (page 396), and not in that of the 10th, as stated in my letter No. 7341, dated 23rd of that month, an error occasioned by a misprint of the date of your paper at the page above-mentioned.

2. I am desired to request that you will be so good as to communicate to the Commissioner of Police the names of the correspondents alluded to in the article now indicated, in order that their statements may be taken, and forwarded to the local Authorities at Kishnaghur.

"INDIGO PLANTING IN NUDDEA.

"THE publication of the Bengal Secretary's letter on the doings of the Planters and Magistrates of Zillah Nuddea has induced some of our

correspondents who are personally acquainted with the cases commented upon to communicate to us a few facts relative to them. The Lieutenant-Governor, our readers will remember, directed that strict search should be made for Seetul Torufdar, the missing man. We are informed that all search for the man in this world would be vain. He was kidnapped near the Hanskalee Factory of Mr. White, which is under the superintendence of Mr. Hampton, of Patkabariah notoriety. He was first taken to that Factory, severely wounded. He was thence conveyed to the Bidjlee Factory, belonging to the same concern, in Zillah Jessore. He died some time ago at the latter place.

"The Mr. Howell, who figures so conspicuously in Mr. Lushington's letter, was formerly a Road Overseer. He obtained his Deputy Magistracy through some of the occult influences which reigned so strongly in Mr. Halliday's Court. Raised to that high dignity, it occurred to him that fit homage thereto should be exacted in the mode discovered by the North-Western Provinces' officials. He always carried with him a whip in the streets, which he applied to the back of every one who did not meeting him *salaam* him. Men of respectability, if of weak appearance, were not exempted from this display of Magisterial Authority. This man's incompetence and partiality have created universal dissatisfaction ; and even the Planters, whose tool he has become, do not speak very respectfully of him."

From Lord H. U. Browne, Under-Secretary to the Government of Bengal, to the Commissioner of Police, Calcutta,—(No. 396, dated the 27th January 1860.)

Sir,

I am directed by the Lieutenant-Governor to acknowledge the receipt of your letters Nos. 3 and 12, dated respectively the 5th and 9th instant, and in reply to inform you that if any of the persons who subscribed the deposition taken by you are still in Calcutta, they should be directed to prefer their complaints to the local Authorities.

2. I am desired at the same time to forward to you the accompanying copy of a letter this day addressed to the Editor of the *Hindoo Patriot*, from which you will perceive that the article in that newspaper, to which allusion was intended, was incorrectly indicated in the first instance, owing to a misprint in the issue which contained it.

3. Should the Editor furnish the names of the correspondents mentioned in the article now pointed out, you are requested to be so good as to take down their statements, and transmit them to the local Authorities.

No. XIV.

Petition received from certain Inhabitants of Magoorah, in Zillah Jessore,—(dated the 3rd January 1860.)

Complaining of the oppressions of the Indigo Planters.

Anonymous Petition received from the Inhabitants of Magoorah, in Zillah Jessore, —(dated the 4th January 1860.)

Complaining of the oppressions practised upon them by the Indigo Planters, and praying for the appointment of an efficient Magistrate to the Sub-Division of Magoorah.

Head Quarters, Chota Nagpore.—RESOLUTION (No. 138, dated the 21st Jan. 1860.)

READ a Petition from Ram Gopaul Byssos and other inhabitants of Kalleeghaut, Seekdar Parrah, in the District of Nuddea, dated 21st December 1859, complaining of oppression and plunder on the part of Mr. White, the owner of the Bansbariah Indigo Factory.

ORDERED, that the Petitioners be referred to the regular tribunals for redress.

RESOLUTION.—(No. 164, dated Camp Chota Nagpore, the 24th January 1860).

READ a Petition from Rambrokhomo Para, Talookdar, Zillah Jessore, complaining against the oppression practised by the Indigo Planters at Magoorah, and praying for redress.

ORDERED, that the Petitioner be referred to the local Authorities.

RESOLUTION.—(No. 301, dated Fort William, the 10th February 1860.)

READ a Petition from Ramthurun Mundul, Moocheeram Mundul and others, Inhabitants of Sharbari, Thannah Hatra, Zillah Nuddea, complaining of their lands having been forcibly cultivated with Indigo, under the orders of Mr. Forlong, against whom they preferred a complaint to the Magistrate of the District, but have not received proper redress.

ORDER.—Ordered, that the Petitioners be informed that, as the case is reported by them to be *sub-judice*, the Lieutenant-Governor declines to interfere.

RESOLUTION.—(No. 480, dated Camp Bankipore, the 23rd February 1860.)

READ a Petition of Seetul Sircar and others, inhabitants of Kæjeory, Thannah Shahajadpore, in Zillah Patna, complaining against Mr. John Fahek, one of the Indigo Planters of Seethpore, in Patna.

ORDER.—Ordered, that the Petitioners be referred to the local Authorities for redress.

No. XV.

Abstract Translation of a Petition from Gurub Mundle and others, of Adodiah and other villages in Thanna Handra, in Zillah Nuddea, dated 13th Pous 1266.

STATE that Mr. Hill, Indigo Planter of the Nischeendeepore Factory, having purchased Rultonpore and other factories situated in the petitioners' villages, is practising great oppressions on the people; that they obtain no redress from the Magisterial Authorities of the zillah, who, being friends of the Planters, dismiss the complaints instituted by the petitioners, while the Planters on being informed that the petitioners had complained against them, get angry, take possession of all their property, and compel them to forsake their habitations. That Beeroo Mundle, Anund Biswas and Chunder Biswas were arrested and carried off by the Planters, and it is not known to this time whether these persons are now living. That nothing has been done in the matter by the present Magistrate. That the Superintendent and Native servants of the above factories are persons of notoriously bad character, and constantly commit murder and plunder. That the Budmashes retained in their employ plunder the property of the Ryots in open day-light.

That the Factory Gomastah and Amlah forcibly compel the petitioners, to cultivate Indigo without paying them any remuneration, and the Ryots are also forced to sow Indigo in the lands prepared by them for the cultivation of Paddy, &c.

That the Factory Amlah extort money from them on several pretences, and the Ryots are compelled to pay fine for their cattle which the factory-men seize and carry away from the road. That they forcibly cut off the trees belonging to the petitioners, without paying them anything. That the Ryots are not allowed to take water for their use from the river or from tanks without paying a certain fee to the Planter. Pray that they may be relieved from the oppressions described above.

Petition from the Inhabitants of Thanna Handra, Zillah Nuddea, to the Hon'ble the Lieutenant-Governor of Bengal,—(dated 20th January 1860.)

The humble petition of the undersigned
Inhabitants of Zillah Nuddea, Thanna Handra.

Respectfully Sheweth,

1. That your petitioners are sorely oppressed by the proceedings of the Superintendents and other servants of the Handra Indigo Concern, the Manager of which on the part of the Proprietor, Mr. Hill, is Mr. James Forlong.

2. That these servants of the Indigo Concern would compel them to grow Indigo, and on non-compliance with their demand, use every devices of oppression to coerce your petitioners into compliance.

3. That on application to the Police for aid and protection, your petitioners are refused such aid and protection.

4. That on complaining to the Magistrate of the District their complaints are not heeded.

5. That your Petitioners have brought these circumstances to your Honor's knowledge by petition, but although many days have passed, your Petitioners are not aware of any orders having been passed on their petition.

6. That those attempts on the part of your petitioners to obtain protection and redress have further incensed the servants of the Indigo Concern above named, who to revenge themselves and to make your petitioners submit to their demands, have collected armed men and posted them near about the villages in order to intercept and seize and carry away to the factories your petitioners and other similarly obnoxious persons.

7. That further your petitioners' families are being molested by the paths leading to their homesteads being dug up, and by the trees covering their houses being cut down, and insulted by menaces.

8. That from motives similar to the above, men have been seized and carried away from the village of Patturghatta, and several men were assaulted and wounded in the village of Beerpore, and your petitioners expect no better treatment.

9. That under these circumstances your petitioners pray for an order on the Magistrate of Zillah Nuddea, directing him to take prompt action upon the petitions presented to him by your petitioners.

Lieutenant Governor's Camp, Hazareebaugh,—RESOLUTION, (No. 231, dated the 30th January.)

READ two Petitions dated respectively the 10th and 20th instant, from certain inhabitants of Zillah Nuddea, complaining against the oppressions of the Indigo Planters of the District.

ORDER—Ordered, that the Petitioners be informed that on any occasion of oppression or injustice being really committed to their injury, by any person whatsoever, they can complain to the Magistrate, adducing evidence to prove the truth of the complaint, when, if their proof is satisfactory, the offenders will be punished. Petitioners need not fear, that true cases, supported by true evidence, will not be justly tried, whoever may be the accused party; or they may prosecute the persons who injured them or the employers of such persons, or both, for damages in the Civil Courts of the District, no matter to what class they belong; and if they prove their case they will be reimbursed by the judgment; or they may take both Civil and Criminal action simultaneously if they please. All this the Petitioners can do in the local Courts, when a true ground of complaint exists. But it is of no use to make vague and general complaints to Government without proof. For no one can tell how true or how false such complaints may be.

If Petitioners contract to cultivate Indigo, and take advances, they must expect to be required in a lawful way, by the other party, to fulfil their contracts; but no one can force them to contract, if they do not wish to do so.

From E. H. LUSHINGTON Esq., Officiating Secretary to the Government of Bengal, to the Commissioner of the Nuddea Division,—(No. 223, dated Camp Hazareebaugh, the 30th January 1860.)

SIR,

I AM directed to forward to you in original two Petitions dated respectively the 13th Pous 1266, and 20th instant, from certain inhabitants of Zillah Nuddea, and to request that you will be good enough to inquire into and report upon the allegation therein made of Ryots having been illegally seized and forcibly carried off from their villages.

2. This is the only point in the Petition upon which you are now required to report.

3. The return of the Petition is requested with your reply.

Petition from the Inhabitants of Nuddea, to the Hon'ble the LIEUTENANT-GOVERNOR of Bengal,—(dated Calcutta, 16th January 1860.)

The humble petition of the undersigned Inhabitants of Zillah Nuddea.

RESPECTFULLY SHEWETH,

THAT your petitioners being sorely oppressed by certain proceedings on the part of certain Indigo Planters and others in the District of Nuddea, and having unfortunately met with no redress or protection from the District Authorities, respectfully appeal to your Honor for the same.

That your petitioners having refused to take advances for the cultivation of Indigo from the Handra Concern, the Superintendent of which, on the part of Mr. Forlong, the Manager, and Mr. Hill, the Proprietor, would force them to take contracts at very insufficient rates, were in various ways molested and oppressed, whereupon your petitioners complained to the Magistrate. That on the 28th October last Boroo Mundle and Chunder Biswas, Ryots of your petitioners' village, were by force carried away by armed people belonging to the factory, and they have not since been heard of.

That their complaints before the Magistrate were dismissed (although proved on local investigation), on the ground that that functionary had no authority to interfere in such cases.

That your petitioners appealed to the Commissioner of the Division, who has not yet passed any orders thereupon.

That your petitioners appealed to your Honor.

That your Honor having been pleased to direct the Commissioner of Police, Calcutta, to receive the statements of your petitioners, that gentleman has been kind enough to record them. That these efforts made by your petitioners to obtain justice have irritated the Planters, and on the 2nd December, Anund Sirdar, of Gobindpore, was carried off. Subsequently, again, on the 8th instant, Oojul Mollah and Patan Shaike were carried away from Soneprokooreah; six other Ryots of Soneprokooreah have also been carried off.

That moreover the factory people have dug up all the paths and avenues of the village and have resolved to punish all those who may even by chance tread upon the ground thus appropriated.

That the Police, on being applied to, refuse to interfere.

That your petitioners dare not approach their Native villages, as they are sure to be carried off to some factory if they are caught.

That your petitioners are in various other ways, too numerous to detail, oppressed and injured.

That your petitioners, dispairing of redress and protection from the Magistrate, humbly entreat of your Honor such orders as may suffice for their protection, pending the inquiries now being carried on in the Calcutta Police Office, which your petitioners doubt not will end in the full establishment of the truth of their complaints.

That your petitioners believe that stringent orders upon the Magistrate to receive their complaints, and act promptly thereupon, will in a great measure conduce to their protection.

They therefore pray that such orders be passed.

And your petitioners as in duty bound will ever pray.

From E. H. LUSHINGTON, Esq., Officiating Secretary to the Government of Bengal, to the Commissioner of Nuddea,—(No. 233, dated Camp Hazareebaugh, 30th January 1860.)

SIR,

IN continuation of my letter No. 223, of this date, I am directed to forward to you in original, for report, another Petition from certain Native inhabitants of Zillah Nuddea, complaining of oppression, &c., on the part of the Indigo Planters of the Handra Concern.

2. The petitioners in this case, you will see, were made to appear for examination before the Commissioner of Police, Calcutta, but this proceeding, I am directed to explain, arose through a misunderstanding of orders given in another case, and Mr. Wauchope was subsequently directed to refer these petitioners to the local Authorities of their Zillah.

From A. GROTE, Esq., Commissioner of the Nuddea Division, to the Officiating Secretary to the Government of Bengal,—Fort William, (No. 47Ct., dated Allipore, the 18th February 1860.)

SIR,

I have the honor to acknowledge the receipt of your letters, Nos. 223 and 233, dated 30th ultimo, and in reply to report as follows on the petitions therewith forwarded.

Letter No. 233, *dated* 30*th Jany.* 1860.
Petition from certain Inhabitants of Putterghattah.
The purport is that Mr. Furlong's people oppress them in various ways in order to induce them to cultivate Indigo, and that they can get no redress from the Magistrate nor the Commissioner.

2. The Magistrate reports that on the 20th September last, Chand Mundul, Pataroo Mundul and others of Putterghattah, Gobindpore, petitioned him that Mr. Gow Smith, of Rutunpore Factory, and his dependant, Nobind Chunder Biswas, had been trying to force them to cultivate Indigo against their will. The Magistrate after inquiry ordered the Darogah, on the 2nd October, to tell the Ryots to adduce proof of any specific charges they might have to bring. On the 27th January, the case was struck off the file owing to petitioners' non-attendance, but on the 1st instant, the Magisgrate had it restored to the file and ordered the plaintiff to take out subpœnas. The witnesses came in on the 2nd, and stated generally to this effect, that defendants took money from them as fines, cut their bamboos, and annoyed them in several ways to make them sow Indigo ; but they declined with one exception to advance any specific charge against the defendants. A case of extortion is still being prosecuted by one of the petitioners, but no witnesses have yet been brought in.

3. A second case from Putterghattah is as follows. On the 7th November, Nuffer Mundul and Soonder Biswas petitioned the Magistrate that Rotoo Mundul and Chunder Biswas had been carried off by Mr. Gow Smith's lattials to Handra and thence to Ruttenpore, and since which they had not been heard of. The Magistrate caused all searches to be made, but in vain. The Plaintiffs and their witnesses were sent for on the 30th November, but they could not be found. At last on the 7th ultimo, the Darogah reported that the plaintiffs had engaged to produce the missing persons in three days; but they never appeared before the Magistrate.

4. *Case* 3*rd.*—Again on the 16th ultimo, Rowaz Mollah and Alady Sheikh, of Putterghattah, petitioned the Magistrate that Oozal Mollah

and Pata had been carried away by some lattials of the Phoolbarry Factory, and the Magistrate caused strict search to be made for the missing parties, but with no better success. He ordered the Darogah, on the 30th ultimo, to send in the plaintiffs and their witnesses, and the case still pends.

5. *Case 4th.*—On the 27th September last the Ryots of Putterghattah complained that the factory people were assembling, which the Darogah on the 16th October reported to be the case, but that the villagers had assembled likewise. A lattial caught in the Phoolbarry Factory was tried and put in jail for 6 months; mochulkahs were taken from the servants of the factory, and from the leading Ryots of the villages, to keep the peace for a year.

Letter No. 223, *dated the* 30*th January* 1860.
This petition is to the same purport; the only point on which Government wants a report is on the allegation that Villagers have been forcibly carried away.

6. The Magistrate reports that Golam Sheik, of Beerpore, petitioned him on the 5th ultimo, that his house had been looted by Mr. Hill's factory people, who had wounded Neeloo Sheikh and two others, and had carried away Mothoora. The Darogah could not find the missing party anywhere. Phoolshaha put to the same effect on a separate paper. These cases were all struck off on the 27th ultimo, on default.

7. The petition of Khosal Mundul to this office was sent to the Magistrate by Mr. Reid with orders to send up his proceedings in the case for inspection after he should have completed them. As yet the kidnapping case is not decided. I shall extract here paras. 12 to 17 from the Officiating Magistrate's report. The parties have more than once sent representatives to me, and have been referred to the Magistrate, who will spare no pains, if they spare none, to bring offenders to justice.

"*Para.* 12. The real truth of all these petitions and complaints seems to me, from what I have seen of the District, as I said before, merely to be that they are intended to excite sympathy for the Ryots in their real grievance about Indigo, or as I have said above Nuzbooty Ry waste (the only case, that I have seen of real importance is Seetul Turrufdar, and I am not quite certain that I know the rights of that yet, not having seen the witnesses myself). They are then followed by complaints and petitions on the side of the factories as an offset. I have a fixed order for each class of case, and I am sure if these Ryots, whose petitions I am answering, knew the orders passed by me on the factory

petitions they would allow that the Planters might, with an equally good case complain that I give them no redress.

" 13. What the real fault of Indigo Planting is I hesitate to say, not having sufficient experience of the system pursued in this District to express a decided opinion, but there is a fault I think, and I believe the Planters will in some instances have to alter or modify their present system, *viz.* pay a little more advance and take fewer bundles for the Rupee, with other minor changes; and therefore, believing the Ryots to have good grievance, I am very sorry to see the course some of them pursue to get redress, *viz.* heaping false complaints, vague complaints and exaggerations on a good case, and so really injuring themselves, by rendering it difficult to pick out an instance where they may have suffered violence.

" 14. I explain to them all to be careful to adhere to the truth, and (instead of making vague complaints, as many have done,) to refuse their advances, if such be their wish; to adhere to that refusal steadily, and as soon as ever the slightest injury be really done them in consequence, to complain to me. The Darogahs have orders to see they are not forced to cultivate against their wish, or molested, and I believe this course has given them satisfaction; at least, they always appeared to me to go away satisfied.

" 15. But since the question of advances had arisen there are also instances in the Districts which persons who have old grudges to the factories have made use of the Ryots as a catspaw to bring false cases for their own benefit.

" 16. The whole question is one of difficulty. There is at present seemingly a run against some factories and not against others, and I have not yet local knowledge or experience enough to understand the subject thoroughly, but I believe that the real grievances are matters which can only be settled amicably, and will soon be so. All I can fairly do, I have done, to protect the Ryots from open violence, but at the same time, I have been careful that no deed or order of mine could be construed as leaning one way or other. As I said before, I give an order with regard to the class of petition. Whoever presents it, the same order is passed.

" 17. You will perceive that some of the present petitions are among those from whom it has been necessary to take moochulkas, and this fact has great significance when considered with the petition I am reporting on.

8. The original enclosures of your letters under reply are herewith returned.

(RESOLUTION—No. 1260, dated the 26th March 1860.)

READ a petition dated the 16th January last, from Chand Mundle and others, of Nuddea, complaining of the oppressions practiced upon them by the Indigo Planters of the Handra Concern, and stating that they have met with no redress or protection from the District Authorities.

Read also the following reports thereon, submitted by the Commissioner of Nuddea:—

"The Magistrate reports that on the 20th September last, Chand Mundle, Pataroo Mundle and others of Paterghattah, Gobindpore, petitioned him that Mr. Gow Smith of Ruttunpore Factory and his dependant, Nobinchunder Biswas, had been trying to force them to cultivate Indigo against their will. The magistrate after inquiry ordered the Darogah on the 2nd October to tell the Ryots to adduce proof of any specific charges they might have to bring. On the 27th January the case was struck off the file, owing to Petitioners' non-attendance, but on the 1st instant, the Magistrate had it restored to file, and ordered the plaintiffs to take out subpœnas. The witnesses came in on the 2nd, and stated generally to this effect, that defendant took money from them as fines, cut their bamboos, and annoyed them in several ways to make them sow Indigo; but they declined with one exception to advance any specific charge against the defendants. A case of extortion is still being prosecuted by one of the petitioners, but no witnesses have yet been brought in."

It appears that the statements made by the petitioners were general, and that they declined to bring specific charges, excepting in one case, which is now pending, but in which the petitioners have as yet brought in no witnesses; further, that in every case the Magistrate has at once inquired into their complaints.

Ordered that the petitioners be informed that there is no reason for the interferance of Government in their case, and that it was extremely wrong of them to have made such a false complaint to the Lieutenant-Governor, as every application of theirs has been received with attention by the local Authorities.

(Resolution,—No. 1261, dated 26th March 1860.)

Read a petition from certain inhabitants of Thannah Handra, in Zillah Nuddea, dated the 20th January last. The Petitioners who apear to be inhabitants of Patterghatta, aver that having been oppressed by the servants of an Indigo factory because they refused to grow Indigo, they complained to the Magistrate, but their complaints were not heeded by that officer; they also aver that the servants of the Indigo factory being incensed at the endeavours of the Petitioners to obtain redress against them, and in order to make the Petitioners submit to their demands, have collected armed men for the purpose of seizing and carrying away the Petitioners, and others; have dug up the paths leading to the Petitioners' houses and have cut down the trees over hanging their houses. They further complain that men have been seized and carried away from the village of Patterghattah, and that others have been assaulted and wounded in the village of Beerpore from similar motives.

2. Having caused inquiry to be made, the Lieutenant-Governor finds that it is not true that the Magistrate has not heeded the petitions of these Petitioners. He finds that when certain inhabitants of Patterghattah petitioned the Magistrate, complaining that certain persons were trying to force them to cultivate Indigo against their will, they were called upon to make specific charges, and to adduce evidence thereto. But nevertheless in only one case would the complainants make a specific charge, which case is now under investigation. In another case, a complaint of kidnapping two persons was made, but the complainants abandoned the case. In another case arising out of a similar charge, inquiries are still pending. And in a fourth case arising out of a complaint of the people of this place a factory lattial was punished and all parties were bound down to keep the peace. It does not appear that any petition from the Petitioners or other inhabitants of Patterghattah were not heeded by the Magistrate, and it does appear that when these Petitioners were required to reduce their vague complaints to specific charges, and to bring evidence thereupon, only a very few charges were made, on all of which very just and proper measures were taken by the Magistrate.

3. It is extremely wrong of the Petitioners to have made this false complaint.

4. The Petitioners know that when they have any real wrongs to complain of, their cases will always be fully inquired into, if they make a specific charge, and adduce evidence to support it. But vague general complaints cannot be attended to.

ORDER—Ordered that a copy of the above Resolution be forwarded for the information of the Petitioners.

No. XVI.

From E. H. LUSHINGTON, Esq., Officiating Secretary to the Government of Bengal, to the Commissioner of the Rajshahye Division,—(No. 5690, dated the 19th September 1859.)

SIR,

THE Sessions Judge of Rajshahye having submitted to the Lieutenant-Governor his remarks to the Register of the Nizamut Adawlut on the trial noted in the margin, I am directed by His Honor to forward a copy of these remarks for your information, and to request that, in consequence of the apparently very insufficient inquiry which has been made with reference to Mr. Cockburn's alleged criminality in this case, you will immediately depute the present Officiating Magistrate of Pubna to the spot, and there to make a most strict and searching inquiry as to what part Mr. Cockburn did actually take in this most serious and fatal affray.

Bughir Khan and others. Affray with murder, &c.

2. After the Officiating Magistrate has spared no exertion to ascertain the exact state of the case, and there should appear to him in consequence sufficient grounds for ulterior proceedings against Mr. Cockburn, he will submit the evidence and proceedings, according to the prescribed practice, for the opinion of the Advocate-General as to the expediency of committing Mr. Cockburn for trial to the Supreme Court.

3. If, however, such a course should not appear advisable, the Magistrate will report the result of his investigation to Government, stating his reasons for the conclusion at which he may have arrived.

From L. S. JACKSON, Esq., Judge of Rajshahye, to the Register, Nizamut Adawlut.

SIR,

I TRANSMIT for the purpose of being laid before the Nizamut Adawlut the record of the trial noted in the margin held at the late Pubna Sessions.

Bughir Khan and others. Affray with murder, &c.

2. The case is one of those agrarian outrages not unhappily very uncommon in the District, but in this instance deplorable alike from its apparent origin and from the fatal result.

3. It appears that Mr. W. Cockburn, was proprietor of the Chulla Concern, Thannah Shazadpore, in the Sub-Division of Serajgunge.

4. Not far from the Factory of Chulla is the village of Subgachi, owned by several proprietors, Mr. Cockburn holding in farm the share of one of them.

5. Mr. Cockburn, it seems, required for the purpose of his Indigo cultivation the ploughs of the Subgachi people, and as they were unwilling to give that accommodation, endeavoured to take it by force. The Assistant in charge of Serajgunge, who committed the prisoners for trial, has quite inaccurately observed that it was brought only to make the villagers work out the advances they had received, but it appears quite conclusively, not only from the evidence of the witnesses but specially from the confessions of some of the prisoners (*Mohbutoolla* alias *Mofta* and *Bulok*) that the Subgachi people were not under advances, and that consequently there was no semblance of right to compel the use of their ploughs.

6. The facts which the evidence appears to establish are these: that on the forenoon of Wednesday the 23rd March last, as several of the Subgachi people were at work ploughing their fields to the South of the village, a considerable body of men, 100* or more, were seen approaching armed from the direction of the factory. Some four or five of these men came up to within a little distance, and asked the villagers whether they would give the use of their ploughs or no. They said they would not, some of them adding that they had already supplied their ploughs on several occasions without receiving payment, and were then engaged in their own cultivation.

* This number is probably exaggerated.

7. The men (Sirdars*) then replied they would have to give the ploughs whether they liked it or not, and it is said then went to report the result to their employer who was at a little distance (about 250 yards off) on horseback. The witnesses go on to say that Mr. Cockburn, being apparently excited by the refusal used abusive language towards the villagers, and after ordering his men to plunder the place, and *mar* the people, rode off towards his factory.

* The word "Sirdars" in this part of the country is always used in the sense of "Lattials."

8. This may be the proper place to observe that the Assistant Magistrate, who went in person to the spot, considers it certain that Cockburn was not upon the ground, first upon certain discrepancies in the evidence (which he has not specified), and second because from actual inspection he was unable to discover in the locality indicated any horse-hoof prints; and I think it my duty to remark that in the first place, in default of actual evidence to the point, it does not appear why horse-hoof marks should have been observable on the ground after twenty-four hours had elapsed in the latter end of March; and in the next place if there is any one point on which the evidence for the prosecution seems to agree more than upon another, it is as to the first, of Mr. Cockburn having ridden to within a short distance (two or three hundred yards) of the village lands, received the report of his messengers, and then after showing signs of anger, and giving certain orders to his men there assembled, having gone away to his factory, on which the affray begun. To this point I should have occasion to recur presently, but I must say that if the statements of the witnesses on this head should be deemed utterly without foundation, as they have been considered by the Assistant Magistrate, it will be impossible to place reliance in any part of their story, and the prisoner will, in my judgment, be entitled to an acquittal.

9. Immediately on receiving these directions, the Sirdars previously assembled, began to shout "*Kali, Kali,*"* and made towards the village: the Subgachi men most of them ran off, some of them first loosening their oxen from the ploughs, and some leaving them as they were.

* This is the Lattials' war cry with which they advance upon an enemy.

10. A few amongst, whom were Munim, Kotubdi and Sadoolla Tukee, offered some sort of opposition, by standing and protesting against the attack. The Assistant Magistrate conceives that the villagers threw clods at the assailants, and it is not impossible that they may have armed themselves for resistance, but there is no evidence of the fact, and at all events it is certain that some of the lattials were hurt, while on the other hand, the three men last mentioned were all wounded by means of "surkies," or light spears, Kotubdi and Sadoolla slightly, one in the fleshy part of his thigh, the other in the palm of his hand, but the third Munim received in the first place a wound in the abdomen which was fatal. He turned and fled a short distance, his course being marked

with blood, but was overtaken and received another wound in the back close to the shoulder-blade which brought him down, and the lattials coming up inflicted a third, and then other wounds. The rest escaped.

11. After this some plunder seems to have taken place, though the evidence is not satisfactory as to this, but undoubtedly the most part of the cattle of the village, upwards of 100 head, were driven off to the factory, whence they or part of them were taken to the Thannah-pound of Shazadpore, under one or more challans said to bear Mr. Cockburn's signature, and were afterwards claimed and recovered by their owners.

12. When the aggressors retired the villagers came back, and some of them went to the assistance of Munim, who was found by his cousin Jeetoo Sheikh (witness No. 15,) nearly prostrate upon his face and knees, evidently dying. He was taken up and carried to his home, where, after some inarticulate or barely articulate attempts at speaking, and after taking a little water, he almost immediately died.

13. It is stated by Jeetoo, also by the prosecutrix, widow of the deceased, and by his mother, Chundra Bam, (witness No. 36,) that with his dying breath Munim declared that he had received his mortal injuries from Bughir Khan and Luckun (prisoners 1 and 2,) at the command of Cockburn, but I find it impossible to place any reliance in this statement.

14. The friends of the deceased then prepared to carry his remains to Serajgunge, and after an altercation with two Burkundauzes, who sought to make them proceed by a road which lay through the factory lands (with the purpose, as they conceived, of getting the body into Mr. Cockburn's power), they carried their point, and reached Serajgunge that evening. There information reached Mr. Harvey, the Joint Magistrate, and the body was subjected to medical examination, the result of which is detailed in the evidence of Luchmun Gree, the Native Doctor, witness No. 32, and leaves no doubt of the manner in which the deceased came by his death.

15. There has been in this case no investigation by the Mofussil Police, Mr. Harvey having gone in person to the scene, where he arrived only the next evening, and at once entered upon his inquiries, which have resulted in the commitment of the prisoners, of whom four have been acquitted by this Court in concurrence with the Law Officer.

16. As to the remainder of the prisoners, the evidence appears ample for conviction; in the case of Goomani alone the identification is slight, and might not probably suffice if it were not most strongly confirmed by

his own confession, recorded before Mr. Harvey, the Assistant Magistrate, to which of course the Court will refer as it accompanies the record.

17. Before me the prisoners have all pleaded not guilty, and for the most part have endeavoured to set up *alibis*, but without success. Bughir Moolook, Kudum and Goomani (first mentioned) have declined to call any witnesses, and as to the others not a single one has substantiated any point in their favour. As to Lall Khan, against whom the evidence for the prosecution is least conclusive, his own witnesses show that he was a factory servant, and do not in any way support his *alibi*. He is also warned in the confessions; he is a man of somewhat singular appearance, having been originally an up-country Brahmin, and recently converted to Mahomedanism. Punchoo is identified by Kotubdi, (witness No. 1,) specially as the man who wounded him; as to *Bumin*, (No. 12,) who has been identified by five witnesses, two of whom knew him by name, he chose to examine only one witness in his defence, who proved that he was a servant of the factory.

18. Bughir Khan who is stated to be (as indeed his appearance and manner denote) the Factory Jemadar (of lattials when required) was undoubtedly one of the foremost in the attack upon the village, and I think there is good reason to believe that he inflicted at least one of the wounds which was fatal to the prosecutrix's husband Munim Sheikh. I would therefore propose in his case a sentence of transportation for life.

19. For the rest, as to whose degree of criminality I do not see much ground for establishing distinctions, I would propose a sentence of fourteen years each, imprisonment with hard labor in irons.

20. There are observations upon this case which I think it my duty to make, and in which I trust the superior Court will concur. One of them relates to the insufficiency of the Joint Magistrate's proceedings as to the proprietor of the factory. In a case so very serious as the present, in which the direct evidence was so strong against that person, where moreover the Assistant Magistrate has himself recorded that the "factory had collected men for the attack," and also that Mr. Cockburn had sent the plundered cattle to Shazadpore, thus indisputably connecting him with the offence both before and after the fact, regard being had to the whole circumstances of the case, it does appear to me that further proceedings in regard to Mr. Cockburn were called for, and that the fact or the degree of his guilt should have been made matter for the decision of a

jury. It seems to me that a total failure of justice in such a case as this reflects seriously upon the administration of the District, and that it will be hard to make Native Zemindars responsible for any crimes committed by their dependants, if in the case of an English Planter, seriously compromised in a matter of this description, no steps whatever are taken to bring the offender to trial.

21. The next point to which I must advert is the conduct of the two Police Burkundauzes on this occasion, and to the manner in which the Assistant Magistrate has dealt with it. I have already on more than one occasion stated my strong objection to the system of "Mudud*" Burkundauzes, that is, two very inferior Policemen sent down ostensibly to watch the proceedings of specified persons, but who are usually domesticated with the persons whom they are supposed to watch, and naturally end by neither preventing a disturbance, or affording the least assistance when it takes place, either to the parties assailed, or to their own superiors in the subsequent investigation.

* Mudud, assistance men sent ostensibly to keep the peace without favour to either of the contending parties, but who do not once in fifty times act firmly in this spirit.

22. This is precisely what has happened in the present case. Two Burkundauzes, deputed (as Mr. Harvey proclaims) to prevent breaches of the peace, allow a force of lattials to be assembled before their faces, accompany them as amateurs throughout their day's proceedings, and finally, it would seem, do their best to prevent the case from coming in its actual and proper shape before the Magistrate.

23. The Assistant must have come to one of the conclusions regarding these men, either that they were helpless and blameless, which indeed he seems to say, but in that case they should have been made witnesses in the case, and ought to have given most important and unimpeachable testimony, or else they must be considered as accomplices in the crime, at any rate grosely failing in the performance of their duties, but then they ought to have been put upon their trials and either committed to the Sessions, or summarily dealt with under his general powers, by the Assistant with powers of Joint Magistrate.

24. Neither of these things has he done. The burkundauzes have laid their statement or "Istifsar" taken, and there as far as they are concerned the case has rested.

* This is neither a deposition upon oath nor a defence. It is a kind of statement without prejudice.

25. It is evident that Mr. Harvey has not been wanting in activity, and I know he is not deficient in shrewdness, but the inquiry has not in these points been closely and judiciously followed up. It may not be matter of surprise that a young officer should fail in these qualities (I mean judgment and decision), but certainly his shortcomings ought to be made up by the vigilance and determination of his superior in charge of the *district*. It seems too much the case even in difficult cases, and in respect of the most inexperienced officers, to give way to a feeling of *laissez faire* and to abstain from all interference with the proceedings of subordinates. This is a misfortune to the public, and also unfair upon the young officer, as either his faults and omissions are not corrected, or perhaps when corrected have taken place, they are roughly handled by superior officers who must consider that in theory all officers exercising the judicial powers of a Magistrate are alike.

26. Upon this subject the Court may perhaps think it worth while to direct a communication to be made to the Commissioner of the Division, or even to Government.

From H. B. LAWFORD, ESQ., Officiating Register of the Nizamut Adawlut, to E. H. LUSHINGTON, ESQ., Secretary to the Government of Bengal,—(No. 548, dated the 16th September 1859.)

SIR,

I AM directed by the Court to forward to you, for the purpose of being laid before His Honor the Lieutenant-Governor, the accompanying copy of a letter, dated the 15th ultimo, from the Sessions Judge of Rajshahye, referring the trial of Bhoga Khan and others, charged with murder, wounding and plundering, with the remarks recorded thereon by Mr. Samuells, who concurs with the Sessions Judge in the opinion that the employment of two Burkundauzes for the purpose of preventing an Indigo affray is absurd. He is of opinion that a party of Military Police with an European Officer, Civil or Military, should, when practicable, be invariably employed on such duties.

Remarks by the Presiding Judge on the trial of Bhoga Khan and others.

The evidence against the Prisoners 1, 2, 3, 4, 5, 6, 8, 10, 11 and 12 is of a much more satisfactory character than we usually have in these

affray cases. I cannot doubt that they formed part of a body of armed men which proceeded from Mr. Cockburn's factory towards the Gabgachee village for the purpose of compelling the Ryots to plough the factory lands; that after some altercation and upon the refusal of the villagers to work for the factory, they attacked the deceased and his fellow villagers, with surkies and latties, killed the deceased and wounded two of the villagers, the others flying before them and offering no opposition.

Bhoga Khan, *alias* Majun, appears to have taken the most prominent part in the outrage; and the evidence of his having inflicted at least one wound on the deceased is clear and consistent. The widow of the deceased stated, when examined by the Joint Magistrate immediately after the occurrence, that her husband had murmured the names of Bhoga Khan and Lall Khan as those of his murderers before he died. Punchoo Khan is satisfactorily proved to have wounded Ketabdee. Who wounded Sadoolla seems uncertain: he himself was unable to say. That the Prisoners went to Gabgachee village armed with deadly weapons, which they were prepared to use upon any opposition, and that they were all united in a riotous manner in the prosecution of one object, and that an illegal one, seem certain. I therefore convict them all of wilful murder, and looking to the intention of the various Prisoners, fairly inferrible from the nature of the case, as the rule for apportioning the punishment laid down in Section LXXV Regulation IX of 1793, sentence Bhoga Khan to imprisonment for life in transportation beyond sea; Panchoo and Lall Khan to fourteen years; and the others to ten years' imprisonment with labor in irons and in banishment from the District.

I concur with the Sessions Judge in the opinion that the employment of two Burkundazes for the purpose of preventing an Indigo affray is absurd. A copy of the Sessions Judge's letter of reference, and of this judgment, will be sent to the Government of Bengal, with an expression of the Court's opinion that parties of Military Police with an European Officer, Civil or Military, should, when practicable, be invariably employed on such duties.

I do not agree with the Sessions Judge in his censure of Mr. Harvey's proceedings relative to Mr. Cockburn. I have gone carefully over the papers, and I think Mr. Harvey was justified in the conclusion at which he arrived, that Mr. Cockburn was not on the ground where the affray took place either before or during the affray. The persons who first

gave information of the murder did not mention Mr. Cockburn as having been present. Mr. Harvey was on the spot next morning, and made the people point out to him the locality of the attack. He saw the marks of the men's feet distinctly, and if they could be seen, the impression of a horse's hoof could have been seen also, but there was nothing of the kind visible, although the ground, Mr. Harvey says, was soft in one at least of the places which were particularly pointed out to him.

Whether evidence might not have been procured of Mr. Cockburn being an accessary before the fact, it is quite impossible from a mere perusal of the record to say; certainly when a body of armed men issue from a factory and proceed to use force against the Ryots of a neighbouring village to compel them to work for the factory, there is a strong presumption that the owner or manager residing in the factory must have employed them on their unlawful errand, and the Magistrate should always in these cases direct his attention to this point; but I see nothing on the record to induce me to conclude that Mr. Harvey has neglected his duty in this matter, or to compel me to bring his conduct unfavorably to the notice of Government; on the contrary, I have been much pleased with the energy and intelligence which are apparent in Mr. Harvey's proceedings, and must say that I have seldom seen an affray case better investigated.

From G. G. Morris, Esq., late Joint Magistrate of Pubna, to the Secretary to the Government of Bengal,—(dated the 12th November 1859.)

Sir,

The *Englishman* newspaper of yesterday's date contains the report of the case noted in the margin, from which I perceive that a copy of the Sessions Judge's letter of reference, and of the Judgment of the Nizamut Adawlut, have been sent to the Government of Bengal. As the letter of the Sessions Judge, Mr. Jackson, contains some apparently severe ani-

Government and Jaubee Bewa,
versus
Baga Khan and thirteen others.
Charged.—With being concerned in an affray in which Mymen Sheikh was killed, Ketabdee and Sadoollah wounded, and the cattle of the Gabgachee villagers plundered.

madversions on my conduct, or rather want of conduct, as Joint Magistrate of Pubna, and superior of Mr. Assistant Harvey, in connection whith this case, I beg to submit, in justification and explanation, the following observations for the consideration of His Honor the Lieutenant-Governor of Bengal.

2. The Sessions Judge, looking only to the criminal record before him, appears to regard me as merely an uninterested spectator of the case, in consequence of whose want of vigilant and judicious supervision of his Assistant's proceedings, and *laissez faire* system, insufficient steps were taken to bring Mr. Cockburn, the proprietor of Challa factory, to justice. The Sessions Judge could not have been ignorant that this case must necessarily, at its outset, have been reported to me by Mr. Harvey, and by me again to the Commissioner of the Division. What further communications passed between Mr. Harvey and myself could easily have been ascertained on reference, and had Mr. Jackson adopted this course he would have been informed that Mr. Harvey kept me informed demi-officially of his proceedings; and that, in regard to Mr. Cockburn's connection with the affair, I particularly desired that a statement might be sent, showing what proofs could be brought of Mr. Cockburn's participation, either directly or indirectly, sufficient to warrant his being included as a Defendant in this case.

3. His Honor is aware that in the month of July 1858 I was engaged for a fortnight at Challa in investigating charges of oppression, &c., brought against Mr. Cockburn, and in determining the serious disputes between him and Mr. Barry and the Pakrassee and Sandyal Zemindars. The punishments which I inflicted on Mr. Cockburn's servants were upheld on appeal, and my proceedings were approved by Government. The main and real point of contention, however, related to the farm of a number of villages in the neighbourhood of Challa, which, it appeared to me, the Pakrassee Zemindars had originally given to Mr. Cockburn; but, on learning of Mr. Barry's hostility to Mr. Cockburn, these Zemindars ignored their previous lease and gave a fresh one to Mr. Barry. I was satisfied, after local inquiry, that Mr. Cockburn had taken and been in undisturbed possession of these villages prior to the interposition of Mr. Barry on the strength of the second lease. In the Act IV. case that arose on this point, I gave a decree accordingly in favor of Mr. Cockburn; and in consequence of this decision, and looking also to the moral effect of my presence, which had assured the Ryots

of receiving protection from the Authorities, I entertained great hopes that there would be no further cause of inquietude in connection with Challa. Unfortunately Mr. Jackson, on appeal of the Act IV. case, took an entirely different view of it, ousted Mr. Cockburn, and gave Mr. Barry possession. Thus the old feud was renewed, and the consequences that followed were such as might have been anticipated. I would here beg also to remind His Honor that the circumstance of my visiting Challa, and taking the investigation of all the cases relating to Mr. Cockburn out of the then Deputy Magistrate of Serajgunge, Mr. Mackenzie's, hands into my own, led to a very unpleasant disagreement between that Officer and myself. Mr. Mackenzie was greatly dissatisfied with this act of authority on my part, and the matter ended in his removal to another District. Mr. Harvey succeeded Mr. Mackenzie, and was vested with the full powers of a Magistrate, as Joint Magistrate of Serajgunge. He had been with me at Pubna as Assistant, and was well aware of all the proceedings that had occurred, as well as my own and the Sessions Judge's view of them. I had therefore every confidence in Mr. Harvey's experience and ability in the event of another complication at Challa. The opinion recorded by the Nizamut Adawlut of Mr. Harvey's "energy and intelligence" has shwon that that confidence was not unfounded.

4. When, then, the case at Gabgachee arose, it will be easily understood why I refrained from any personal interference, but contented myself with requesting Mr. Harvey to report the circumstances to me, and more particularly those affecting Mr. Cockburn. I was glad to see that immediately, on the occurrence of the fatal affray, Mr. Harvey hurried to the spot, and before any line of policy could be adopted by either party, elucidated the real facts himself. The Sessions Judge, adhering only to the letter of the record, and to the evidence of the witnesses examined by him, does not attach that credit to Mr. Harvey's local investigation, and to his reasons for acquitting Mr. Cockburn, which the Nizamut Adawlut have justly done. It is surprising to me, with his knowledge of the previous animosity existing on the part of the Native Zemindars towards Mr. Cockburn, that the Sessions Judge should draw no distinction betweeen the value to be attached to the evidence of the witnesses of the prosecution in regard to the actual affray, and in regard to Mr. Cockburn's actual presence. Nor is it apparent why the Sessions Judge, who has convicted all the Prisoners, "*should find it impossible to place reliance* on the statement of Jeetoo, also of the

prosecutrix, widow of the deceased, and of his mother, Chundra Bewa (witness No. 36), that, with his dying breath Monim declared that he had received his mortal injuries from Baga Khan and Lal Khan (Prisoners Nos. 1 and 2, *at the command of Cockburn*)," and yet arrive at the conclusion that, "if the statements of the witnesses on this head" (*i. e.*, Cockburn's presence and demonstrations of anger and command at the scene of the affray), "should be deemed utterly without foundation, as they have been considered by the Assistant Magistrate, *it will be impossible to place reliance in any part of their story*, and the prisoners will, in my opinion, be entitled to an acquittal." I have no doubt that, had a sufficient interval elapsed, the witnesses on the spot would have given just as direct and straightforward evidence in condemnation of Mr. Cockburn, before Mr. Harvey, as they subsequently did, several months later, before the Sessions Judge. When therefore, in answer to my communication, Mr. Harvey informed me that, after careful investigation, he had come to the conclusion that there was not sufficient proof on which to bring a prosecution against Mr. Cockburn to a successful issue, or to prove his complicity in the affray, and that he had accordingly released Mr. Cockburn from detention, and committed the principal assailants to the Sessions, I felt satisfied with his decision, and did not deem it necessary to look into the minor or collateral parts of the case. Under these circumstances, and looking to the remarks of the Nizamut Adawlut, I trust His Honor the Lieutenant-Governor will acquit me of the charge of supineness and want of supervision, in a case of such importance, which the Sessions Judge has thought fit to bring against me, and which I have this day learnt only for the first time in the columns of a newspaper.

From F. GOULDSBURY, ESQ., Commissioner of the Rajshahye Division, to the Officiating Secretary to the Government of Bengal,—(No. 212, dated the 24th January 1860.)

SIR,

WITH reference to your letter No. 5690, dated the 19th September last, and its enclosure, I have the honor to forward a copy of one from the Officiating Magistrate of Pubna, of the 13th instant, No. 24, together with a copy of the report furnished by the Assistant Magistrate, Mr. Harris, who made the inquiries directed during the time he was officiating as Magistrate of the District.

2. It will be seen that, after making a full and searching inquiry on the spot where the affray occurred and in its neighbourhood, Mr. Harris

was unable to obtain any reliable evidence of Mr. Cockburn's direct complicity in the case; and I must add my opinion to that of the presiding Judge of the Nizamut Adawlut (of which a copy is appended), to the effect that the censure passed by the Sessions Judge on Mr. Harvey's proceedings was wholly undeserved.

3. The case was promptly and thoroughly investigated at the time it occurred. Mr. Harvey was on the spot ten hours after the affray took place, and spared no pains to elicit the true facts. It may therefore be presumed that, had Mr. Cockburn taken an active part in the affray, as alleged by the opposite party, sufficient trustworthy evidence of the fact would *then* have been obtained, but there was no such evidence, as will appear from the following Extract of Mr. Harvey's report on the case :—

"Although in my own mind I had concluded, from the discrepancies in the evidence, that Mr. Cockburn could not have been on the spot, yet, to put the matter beyond a doubt, I made a searching examination of the ground he was alleged to have ridden over, and although the land was in such a state that I could distinguish the prints of a number of men's feet, yet I could not in any one single place see the prints of horses' feet, either with or without shoes; one place especially, where the plaintiff and witnesses pointed out as soft and likely, even there they could not show the prints of any horse's feet."

4. This seemed to me conclusive as to the falsity of the plaintiff's assertion that Mr. Cockburn had directed the attack on the village in person, and I did not consequently consider it necessary at the time to order further inquiries; I was quite satisfied that Mr. Harvey, who is an active and intelligent young Officer, had neglected no means of arriving at the truth.

5. The case, though serious and fatal in its results, was a very simple one. About twenty-five or thirty men, of whom some, if not all, were armed, went from Mr. Cockburn's factory of Challa to the village. They tried first by persuasion, and then by force, to get the Ryots to bring their ploughs, but the latter refused, and began to pelt the party with clods, while retreating towards the village. The factory people followed them up, and the deceased was struck just as he entered the village, receiving three or four separate wounds from a "*soolfee.*" They then passed through the village, wounding two more of the Ryots, and carrying off all the cattle.

6. It may be presumed that Mr. Cockburn was not ignorant of this party having left his factory with such an object, and in so far he may

justly be held blameable, but I can find no sufficient grounds for ulterior proceedings against him.

From H. MUSPRATT, ESQ., Officiating Magistrate of Pubna, to the Commissioner of the Rajshahye Division,—(No. 24, dated the 13th January 1860.)

SIR,

WITH reference to the correspondence noted in the margin, I have the honor to forward, in original, the report called for, prepared by Mr. Harris, Assistant Magistrate, who made inquiries on the spot during the time he was officiating as Magistrate of the District.

From Secretary to Govt. of Bengal to Commissioner, No. 5690, dated 19th September 1859.
Commissioner to Magistrate, No. 763, dated 12th October 1859.

Mr. Harris clearly points out great discrepancies in the evidence of the witnesses who were the parties aggrieved in the case; I do not therefore consider it proved at all that Mr. Cockburn was on the spot either before or during the time the affray took place. It will be seen from Mr. Samuells' decision, that when complaint was first made of the affray, no mention was made of Mr. Cockburn having been on the spot. I therefore cannot but think that the witnesses must have been tutored to say that Mr. Cockburn rode up, appeared very angry, and ordered his people to *mar* the Ryots. This bit of the evidence is exactly repeated by each witness, but on cross examination as to the color of Mr. Cockburn's dress and horse, and as to the route he took after giving orders, differs so materially, I do not think that any dependence can be placed on any of the evidence as to Mr. Cockburn having ridden to the spot and given the order for the attack.

2. As regards Mr. Cockburn's being an accessory before the fact, there is no evidence at all on this point. Although I cannot but suspect that Mr. Cockburn must have been aware that his servants were going out to force the Ryots to give their ploughs, and as he resided so close to the place, he is morally guilty of not looking properly after his servants.

3. As regards Mr. Cockburn's being an accessory after the fact, there is strong presumption that he may have known how the cattle had been seized, but still there is no direct proof on this point; and though Mr. Cockburn has sold the factory since the affray to the Zemindars whose Ryots were the parties attacked in the affray, yet Mr. Harris was unable to obtain any clue to Mr. Cockburn's conduct in the case or knowledge of what had taken place.

4. Under these circumstances, and also laying great stress on the opinion given by Mr. Samuells, a Judge of the Sudder Nizamut, copy

of which is enclosed, I consider that there is no evidence against Mr. Cockburn, and therefore I do not forward the papers of the case.

5. The difficulty of punishing the instigators to affrays demands, I think, the serious attention of the Legislative Council.

The servants of Mr. Cockburn in this case did not commit an affray for any end of their own, but manifestly for the advantage of their employer; and I would propose that in all cases in which the proof of the affray shows that it took place solely for the advantage of the assailant's employer, and that the employer cannot prove that he knew nothing of the matter, and that the employer did not aid the Magistrate in bringing the offenders to justice, that the property regarding which the affray took place should be confiscated to Government.

6. As it may appear that delay has occurred in preparing and forwarding this report, I have the honor to state that the letter of the Government of Bengal was received on the 28th October; that Mr. Molony, then Officiating Magistrate, was shortly after removed to Jessore on the 28th October; and that Mr. Harris, the Assistant Magistrate in charge, applied to the Commissioner to know if he was to investigate the case or let it remain till Mr. Molony's successor arrived.

7. Besides these reasons, the original papers of the case were only received back from the Sessions Judge on the 27th ultimo, and the Assistant Magistrate had to compare the evidence given before him with that given in the previous trials before the Joint Magistrate and Sessions Judge.

From G. L. HARRIS, ESQ., Assistant Magistrate of Pubna, to the Officiating Magistrate of Pubna,—(dated the 9th January 1860.)

SIR,

I HAVE the honor to report the results of the re-investigation of the late Gabgachee affray case, as carried on by me, in accordance with the Commissioner's Memorandum of the 12th October 1859.

2. Beyond the fact of the men who committed the affray being his servants, I have been unable to detect any direct complicity on the part of Mr. Cockburn.

3. I may mention that the plan adopted by me in collecting the evidence was to ride in person every morning to the villages between Gabgachee and Challa Factory, and interrogate whomsoever I happened to meet on the road or found engaged in the ordinary avocations of home. All whom I got in this manner were then brought to my tent, where their depositions were taken on oath.

4. Almost the entire mass of the evidence thus collected by me bears only on the single point of Mr. W. Cockburn's actual presence on the field. On that point I have to make the following observations:—

1. Witness Jeetoo says—Mr. Cockburn went in the direction marked A D upon leaving the field. Dookhyram and Ramchundro Chungo give A B as the direction in which Mr. Cockburn went away, and Rohim Pramanik, Anundo Chundo and Sadoolah say A. These are discrepancies which I cannot reconcile with the truth, for the men were so close to Mr. Cockburn (see map) that it is impossible they could differ so widely from one another if they were really deposing to what they say.

2. The witnesses named in the margin, who deposed to having seen the men, say that *no Saheb was among them.*

Bishunath Ghose.	Jogur Aurut.
Golok Sircar.	Kisto Pramanik.
Kallee Pramanik.	Haroo Soonderi.
Januki Bewa.	Roton Bewa.

3. Ketabdee (one of the men wounded in the affray) deposed on oath before Mr. Harvey that Mr. Cockburn was riding a red horse, and that he wore a black hat and black clothes. Before me the same man swore that Mr. Cockburn was on a white horse and that his dress was white. Regarding this man's perjury, I have no doubt, you will pass the necessary orders.

4. One man (Anundo Chundo), who says he saw Mr. Cockburn come on and go off the field, declares he did not hear him give any order. Now, this man was standing as close to Mr. Cockburn (for I made him point out his exact position) as Jeetoo, Sadoolah and others, who depose to having heard the order.

5. I find from the old papers of the case, which came to hand after my investigation, that Mr. Harvey placed Mr. Cockburn on his defence, and on this point acquitted him. Mr. Harvey says, although in my own mind I had concluded from the discrepancies in the evidence, that Mr. Cockburn could not have been on the spot, yet to put the matter beyond a doubt, I made searching examination of the ground he was alleged to have ridden over; and although the land was in such a state that I could distinguish the prints of a number of men's feet, yet I could not in any one single place see the prints of horse's feet, either with or without shoes. One place specially, where the plaintiff and witnesses pointed out as soft and likely, even there they could not show any horse's imprints. "Mr. Cockburn I acquit, as far as my Court is concerned, of being concerned personally in the riot."

6. The accompanying is an extract from the Nizamut Adawlut's decision in this case.

7. I have therefore come to the conclusion, that to place Mr. Cockburn again on his defence on this point would be useless, and out of the question.

8. I now come to consider the evidence against Mr. Cockburn as an accessory before or after the fact.

9. I may mention, by the way, that, a few days after the affray, Mr. Cockburn sold the Challa Concern to the Sandeals of Sollop, who are the present proprietors of it. These Sandeals were having continual disputes with Mr. Cockburn, which disputes finally resulted in the affray.

10. I made every endeavour to procure the evidence of persons who were servants of Challa Factory in Mr. Cockburn's time, and with this object made personal inquiries at the various factories around Challa, including those at Serajgunge, Jamirta, Mohungunge, &c.

11. I succeeded in getting only four Boona coolies, who knew nothing of the matter.

12. It may not perhaps be wondered at that I did not succeed in getting any of Mr. Cockburn's old servants, when we consider the length of time that has elapsed, the affray having occurred in March 1859, a few days after which Mr. Cockburn left that part of the country, and the concern fell into the hands of other parties (*i. e.* the Sandeals).

13. From the evidence of the pound-keeper at Shahazadpore, it appears that the plundered cattle were brought to him, as being found trespassing on Indigo by some Challa people, bearing a *challan* having Mr. Cockburn's signature upon it. I have been, however, unable to discover any clue which might lead to the apprehension of these men, nor any trace of the challan.

14. But of this there can be no doubt (as I have intimated above), that the affray was committed by persons in Mr. Cockburn's service; and I am certainly of opinion that, if a man allows or takes no measures to prevent his own servants from going about armed with spears, &c., &c., and this at a time when he is at feud with the whole surrounding country (as was the case in this instance), he should be held to a certain extent responsible if anything serious takes place.

15. I believe that the servants of the factory in this case would not have armed themselves thus if, in doing so, they thought that they were acting contrary to Mr. Cockburn's wishes; and I certainly think that Mr. Cockburn should on this point be put on his defence.

Extract from the remarks by the presiding Judge on the trial of Baga Khan and others.

"I do not agree with the Sessions Judge in his censure of Mr. Harvey's proceedings relative to Mr. Cockburn. I have gone carefully over the papers, and I think Mr. Harvey was justified in the conclusion at which he arrived, that Mr. Cockburn was not on the ground where the affray took place, either before or during the affray.

"The persons who first gave information of the murder did not mention Mr. Cockburn as having been present. Mr. Harvey was on the spot next morning, and made the people point out to him the locality of the attack. He saw the marks of the men's feet distinctly, and, if they could be seen, the impression of a horse-hoof could have been seen also, but there was nothing of the kind visible, although the ground, Mr. Harvey says, was soft in one at least of the places which was particularly pointed out to him.

"Whether evidence might not have been procured of Mr. Cockburn being an accessory before the fact, it is quite impossible, from a mere perusal of the record, to say. Certainly when a body of armed men issue from a factory, and proceed to use force against the Ryots of a neighbouring village, to compel them to work for the factory, there is a strong presumption that the owner or manager residing in the factory must have employed them on their unlawful errand; and the Magistrate should always in these cases direct his attention to this point. But I see nothing on the record to induce me to conclude that Mr. Harvey has neglected his duty in this matter, or to compel me to bring his conduct unfavorably to the notice of Government; on the contrary, I have been much pleased with the energy and intelligence which are apparent in Mr. Harvey's proceedings, and must say that I have seldom seen any affray case better investigated."

E. A. SAMUELLS,

The 16th September 1859. *Judge.*

From E. H. LUSHINGTON, ESQ., Officiating Secretary to the Government of Bengal, to the Commissioner of the Rajshahye Division,—(No. 393, dated Camp Muneer, the 18th February 1860.)

SIR,

I am directed to acknowledge the receipt of your letter No. 212, dated the 24th ultimo, with its enclosure, submitting your report

on the case against Mr. Cockburn, of the Challa Indigo Factory, and to inform you in reply that, as nothing has been discovered which would warrant proceedings being instituted against that gentleman, as being concerned in the affray in question, no further orders appear to be necessary.

2. I am also desired to state that, taking into consideration the circumstances now adduced, together with the opinion expressed by the presiding Judge of the Sudder Court, which was not before the Government when the instructions of 19th September, to your address, were issued, the Lieutenant-Governor is satisfied that the censure passed by the Sessions Judge on the Officers employed in the investigation in question, was undeserved; and a communication to that effect has been sent to Mr. Morris, late Joint Magistrate of Pubna, who separately directly addressed the Government on the subject.

3. The Register of the Sudder Court, in forwarding the copy of the opinion above referred to, represented it to be Mr. Samuells' opinion "that the employment of two Burkundauzes, for the purpose of preventing an Indigo affray, is absurd; and that a party of Military Police, with a European Officer, Civil or Military, should, when practicable, be invariably employed in such duties." The Lieutenant Governor, I am directed to state, entirely concurs in the propriety of these remarks; and you are accordingly requested to desire the Magistrates under your control to give effect to them whenever circumstances permit.

From E. H. Lushington, Esq., Officiating Secretary to the Government of Bengal, to G. G. Morris, Esq., c. s., late Joint Magistrate of Pubna,—(No. 394, dated Camp Muneer, the 18th February 1860.)

Sir,

I am directed to acknowledge the receipt of your letter dated the 12th November last, and in reply to inform you that the explanation submitted by you, of your proceedings in the affray case, in which the people of the Challa Indigo Factory were concerned, in conjunction with the remarks of the presiding Judge of the Sudder Court on the trial, exonerate you from any blame.

No. XVII.

Petition from the Inhabitants of Zillah Nuddea, to the Hon'ble the Lieutenant-Governor of Bengal,—(dated Joyrampore, the 16th February 1860.)

Most Respectfully Showeth,

That your poor petitioners' village lies in the vicinity of the Lokenathpore Factory, the present manager of which is Mr. J. Mears; that Mr. J. Mears is unbearably oppressive towards them.

1*st*. That two rupees is advanced for every beegah of land which your poor petitioners are compelled to cultivate for Indigo; that one beegah measured out to them for the purpose is equal to one-and-a-half beegah of ordinary measurement; that for every plough used by them they are required to cultivate four such beegahs; that they are made to employ themselves in cultivation almost without interruption from the month of Magh to Choit, that is, till the rain falls and Indigo is sown; that as soon as the plants come to have four leaves, they are pressed to commence weeding, and are not allowed to cultivate their paddy fields till the month of Joit; that ten beegahs can be cultivated at most with one plough, of which six are taken for Indigo, and the remaining four beegahs, which are suffered to be sown with paddy, yield almost nothing, owing to the sowing being unseasonable.

2*nd*. That the working of twenty ploughs is required to prepare one beegah of land for the sowing of Indigo, the cost of which is two rupees eight annas—that the weeding charge is one rupee; the price of seed cannot be accurately estimated, varying as it does in different years. It can, however; be fairly reckoned to be, upon an average, 1 rupee; the cost of reaping and carriage per beegah is eight annas, and the rent is (1-4) one rupee four annas. Thus the total cost of growing Indigo on one beegah of land, and carrying the same to the factory, generally amounts to six rupees four annas. In settling the price of plants, the factory amlah pass one cartful of plants for one bundle, so, unless the crop is exceedingly good, your poor petitioners' produce

per beegah may not pass for 5 or 6 bundles. Your poor petitioners are paid at the rate of 6 bundles per rupee. So, for every beegah sown on advance, they incur a loss of four or five rupees, or 16 Rs. or 20 Rs. for each plough they use.

3*rd*. Besides the heavy loss your poor petitioners suffer from the planting system, they are obliged to protect themselves from mal-treatment from the factory Amlah by payment of 8 or 10 rupees a year by way of commission and presents.

4*th*. The advance being once made, your poor petitioners are ever to stand in debt to the factory; and as the amount of the debt increases year by year, the number of beegahs they are required to cultivate for Indigo increases till their utter ruin.

5*th*. Besides the lands cultivated by your poor petitioners on advance, Mr. Mears cultivates about 1000 beegahs for Lokenathpore Factory immediately at his own expense; of this about 700 beegahs lie in Joyrampore. For these 700 beegahs he has only 7 ploughs. The quantity of land which can be cultivated by 7 ploughs, is at most 70 or 80 beegahs, so the cultivation of the 700 beegahs, minus the 70 or 80 beegahs cultivated by his own ploughs, falls upon the head of your poor petitioners. This task they are made to do after they have done sowing Indigo on the lands allotted to them on account of the advance. Formerly the cultivation of Indigo was not so expensive; then there did not exist the practice of weeding, and the bundle was measured with a chain of 3 cubits length, instead of its, as above stated, being determined at the pleasure of the factory Amlah; the Vat whereof the contents then passed for 150 bundles, now being loaded with one-and-a-half times as much plant, passes for 70 bundles only.

6*th*. The lands cultivated by Mr. Mears at his own expense in the village of your poor petitioners, are their *jummi* and *bromotur* lands. For these he pays rent at the rate of 8 annas per beegah, although the proper rate is 12 annas 3 pie. Besides these lands, he causes an equal quantity of land to be left fallow, without paying any rent for the same; therefore, taking both the cultivated and fallow lands into account, the rate comes to 4 annas per beegah; on the other hand your poor petitioners have to pay to the Zemindar at the rate of six annas per beegah.

7*th*. Some of your poor petitioners have Bamboo clumps and trees which the factory people cut and carry away at their pleasure, and never

condescend to pay properly for the same. Such even of your poor petitioners as having no plough or bullock, grow by manual labor plantains, brinjals, &c., do not escape the rapacity of the Planter's people.

8*th*. At the manufacturing season 3 rupees is paid in advance to cart-drivers. The proper wages of a cart-driver is 5 or 6 annas per diem; during a whole day he can carry Indigo from the field to the factory twice or thrice. A cartful of plant generally passes, as above noticed, for one bundle; and for the carriage of 100 such bundles the driver is paid 2 Rs. 8 As, out of which the amlah deduct their commission and other dues. Thus, unless the driver works for the period of two whole months, the sum of 3 rupees advanced stands unliquidated.

9*th*. The village inhabited by your poor petitioners is held in *Ijarah* by the said Sahib; that over and above the rental to which he is entitled, as representative of the Zemindar, he exacts 1 anna per every rupee of the rental as his *Ijardaree*, a cess positively prohibited by Law; that he destroys date plantations and pepper which they grow on their lands, saying that there would gradually be a scarcity of Indigo lands if the Ryots be suffered thus to appropriate their lands to their own use.

10*th*. That all these acts of oppression fall very hard upon your poor petitioners, especially as the price of articles of food has risen so high of late years; that to such deplorable poverty most of your poor petitioners are reduced that although they labour hard from morning to evening they are hardly able to preserve their families from starvation; that if any one be bold enough to apply to the lawful Authorities for remedy against these oppressions, the factory people send lattials, take him to the factory, fine him and exact the fine by the sale of his chattels, or inflict on him hard corporal punishment. That truth of these grievances will be made clear by reference to Baboo Obhoy Churn Mullick, Deputy Collector, deputed to ascertain and give compensation for lands which have fallen in the Eastern Bengal Railway, who has had, during his stay in the neighbourhood, sufficient opportunities of witnessing and hearing of the same.

11*th*. Your poor petitioners having complained of these acts of oppression to Mr. Reid, the late Officiating Commissioner of Nuddea Division, and Mr. Drummond, Magistrate of Nuddea, about a month ago, during their late inspection tour, Mr. Mears and Mr. Tweedy, his Assistant at Lokenathpore Factory, have been incensed against your

poor petitioners, and to gratify their revenge have assembled numerous lattials and spearsmen in different factories, *viz.* Lokenathpore, Ramnugger, Chandpore, Taltolla, and have appointed Wooma Nath Roy, of Monohurpore, commander of this force, and threaten to plunder and set fire to your poor petitioners' village, imprison and put them to torture in the factory godown, and to do other acts of lawless cruelty.

Under these circumstances your poor petitioners humbly pray that your Honor will be pleased to take their perilous situation into your favourable consideration, and make some provision for their protection and deliverance from the oppression stated above.

No. 580.

RESOLUTION—28th February 1860.

READ a petition dated the 16th February 1860, from Takoordoss Bhuttachargee and certain other Inhabitants of Joyrampore, Zillah Nuddea, complaining of the oppression practised on them by Mr. J. Mears, the present Manager of the Lokenauthpore Indigo Factory.

ORDERED.—That the Petitioners be informed, in regard to their complaint of the low price allowed for their Indigo plant, that the Government cannot interfere with the price which any persons may offer Ryots for any sort of crop, and that whether for Indigo plant or for any other sort of produce it is for them and those who deal with them, by mutual agreement, to make their own bargains. Their complaint, therefore, against a certain Planter for requiring from them more Indigo for a certain amount of money than they can afford to give is one that Government cannot entertain; as it is optional with them to agree to cultivate Indigo, or to decline to do so, or to make what bargains they please in the matter. If they and other Ryots and Indigo manufacturers cannot come to agreements as to the price of Indigo plant which will be to the advantage of both parties, it will be a subject of regret, but it will not be a matter in which Government can interfere in favor of either party.

Order

With reference to the next complaint of the Petitioners, namely, that to protect themselves from maltreatment by the factory servants, they are obliged to pay them 8 or 10 Rupees a year by way of commission

or presents, the Petitioners are informed that if such bribes are given to induce the factory servants to cheat their master, they are very wrong to give them. If the factory servants, as the Petitioners allege, induce the Petitioners to give such bribes by threats, they should complain to the master of the factory, who must ultimately be the greatest sufferer by such extortion, and if in consequence of their refusing to pay such bribes any more, they are really maltreated by any one, they should make a specific complaint, supported by proof, to the Magistrate, or sue for damages in the Moonsiff's Court, or adopt both courses. It is futile to make general complaints to Government in such cases, which no one can know to be either true or false.

As to the consequences of taking advances, it is optional with the Petitioners to take advances and to enter into contracts for Indigo, or not to do so. In this matter they require no assistance beyond that of the Law, which is equally fair to all parties. But if they enter into lawful contracts of their own will, they must expect to be required to fulfil them.

As to the complaint of being obliged to cultivate Mr. Mears' land with Indigo, the Petitioners are informed that as no Zemindar, Planter, Mustagir, or other person has any right to force Ryots to cultivate his lands, unless they have agreed to do so for a consideration, the same remarks are applicable. And so of the complaint that Mr. Mears takes and cultivates the *jummi* and *bromotur* lands of the Petitioners at an inadequate rent.

If in reality any persons whether factory servants, or others, unauthorizedly cut the Petitioners' bamboos and trees, their remedy is to prosecute the wrong-doers in the Civil or Criminal Courts, or in both. Such acts cannot be done without evidence thereof being easily attainable.

If the complaint of the illegal exaction of one anna a beegah is true, the Petitioners have remedy by prosecuting in the Collectorate Courts under Act X. of 1859.

As to the fears of the Petitioners from the alleged assemblage of lattials in certain factories in order to punish them for making complaints of aggression, that is a point which, if true, the Petitioners should represent to the Darogah and the Magistrate, giving at the same time proof of the fact. The Lieutenant Governor has no doubt that, if they do so, the District Officers will take all proper precautions to prevent outrage.

No. 581.

COPY of the above Resolution and of the Petition to which it is a reply forwarded to the Commissioner of Nuddea, with especial reference to the last point of the order.

No. XVIII.

From the Inhabitants of Chur Ramnuggur, to the Hon'ble J. P. Grant, Lieutenant-Governor of Bengal,—(dated Moorshedabad, Chur Ramnuggur, the 7th January 1860.)

Honored Sir,

We the undersigned most humbly beg, for the inhabitants of Chur Ramnuggur, to submit before your Honor a statement of our grievances given in, with some details below, and earnestly hope for redress through the gracious interference of your Honor.

Chur Ramnuggur is a Government Khas Mehal held formerly by Sheeb Soondree Dassia and others under a lease subject to be removed at will ; and when, we are happy to say, we enjoyed comparative ease and happiness. Some years ago unfortunate difference having taken place with some of the Ryots of the village and the Messrs. Watson and Co., the two parties, Sheeb Soondree and Messrs Watson & Co. fell out with the deadly hatred against each other. In the mean time, Messrs Watson and Co. applied to the Collector of Moorshedabad for an *Ijarah* lease of the said mehal offering to pay an increase of rent, and notwithstanding all our remonstrances and protestations to the contrary the Collector agreed to let out the mehal on an *Ijarah* jumma and apprehensions we then entertained have now but been too well verified. It would appear from the subsequent proceedings on the part of the Managers of Messrs Watson and Co., that they took the *Ijarah* of the said Mehal not so much to facilitate the business of their trade as to wreak their vengeance upon Seeb Soondree by tyrannizing over the indigent and hepless Ryots, many of whom seeing no other hope have since found safety in flight, and in this act the Government Officials, whether consciously or not we will not aver, have lent their assisting hand. We will here enumerate few of the acts of their oppression.

They forged Kishun Salie pottahs or contracts for the supply of Indigo plants bearing signatures of illiterate men, and brought cases of violation of such contracts against many of the Ryots before the Criminal Court, two of these having been first dismissed by the Deputy Magistrate, Baboo

Sreeshchunder Vidyarutna and the Suddur Ameen, Baboo Greeshchunder Ghose. Appeals from their respective judgments were preferred before the Sessions Judge, who in spite of the prohibitions of the existing Regulations to hear such appeals, ordered them to be retried by the Magistrate in person. The Magistrate, agreeably to the instructions of his superior, sentenced the prisoner to imprisonment, and similarly disposed of the rest. Your Honor is well aware how easy it is to fabricate such documents, and to torment the poor illiterate peasantry of a village; the whole fraud will come to light on an inspection of the records of the case.

2. A dispute having taken place with regard to the sowing of Indigo seeds in those lands of ours already sown with pulse and other grains; a case of fictitious murder has been got, up implicating many of us. Further, the Magistrate has ordered the Police to assist the servants of Messrs Watson and Co. to sow seeds in the aforesaid lands: a copy of this is herewith appended.

Our village lies within the jurisdiction of Thannah Goas, the late Darogah of which place, Baboo Mohun Lal Mozoomdar was a good man, and would not act according to the wishes of the aforesaid Planters, and whom it was their interest to remove. On one occasion, therefore, the Police Thannah was assaulted with clubs and lattials with Messrs. Loudon and Loggins at their head, and the case being proved against them they were summarily sentenced to pay a fine of 10 rupees each. The object of the Managers were gained at last; the Darogah was subsequently suspended indefinitely for not having assisted them in another case.

4. In another case of dispute with respect to the sowing of Indigo, Shohobut Shekh was shot through one of his legs; the case is still pending before the Magistrate. Another case of Lootteraj has again happened, and it is undergoing local investigation.

Hoping that the above case will meet with your Honor's favorable consideration.

From the Secretary to the Government of Bengal, to A. Grote, Esq, Commissioner of the Nuddea Division,—(No. 82, dated the 19th January 1860.)

Sir,

I am directed to forward to you, in original, the accompanying Petition purporting to be from certain Inhabitants of Chur Ramnuggur,

in the District of Moorshedabad, complaining of the proceedings of the local Authorities in supporting Messrs. Watson and Co. in compelling them to sow Indigo, and to request that you will be good enough to favor the Lieutenant Governor with a report thereon.

2. It is noticed by the Lieutenant Governor that all the signatures are seemingly in one handwriting.

3. The return of the Petition is requested with your reply.

From A. GROTE, ESQ., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal,—(No. 26, Ct., dated Allipore, the 31st January 1860.)

SIR,

WITH reference to your letter No. 82, dated the 19th instant, which appears to have been addressed to this Office through inadvertence, I beg to state that I have this day forwarded it, together with its enclosure, in original, to the Commissioner of Rajshahye, requesting him to submit the required report to Government.

From F. GOULDSBURY, ESQ., Commissioner of Circuit, Rajshahye Division, to the Secretary to the Government of Bengal, Fort William,—(No. 5Ct., dated Berhampore, the 28th March 1860.)

SIR,

WITH reference to the Officiating Secretary's letter to the address of the Commissioner of the Nuddea Division, No. 82, dated the 19th of January last, which was transferred to this office by Mr. Grote, I have the honor to forward, in original, a letter from the Officiating Magistrate and Collector of Moorshedabad, No. 203½, dated the 17th instant, with enclosures, reporting on the petition purporting to be from certain inhabitants of Chur Ramnuggur, which is herewith returned.

2. Under the circumstances stated in the 3rd para. of Mr. Beaufort's letter, it seems evidently objectionable that the farm of the Government estate should revert to Sheebsoondree Dassea, or rather to her manager Bejaikisto Shaha, who has been inciting the Ryots to oppose the present lessees, Messrs. Watson and Co. I have accordingly instructed the Col-

lector to withhold from the former the option of taking the farm at the expiration of the present lease, which he had been formerly authorized to allow her.

From W. Morris Beaufort, Esq., Offg. Magistrate and Collector of Moorshedabad, to the Commissioner of the Rajshahye Division, Beauleah,—(No. 203½, dated Berhampore, 17th March 1860.)

Sir,

In reply to your letters No. 166 and 291 of the 9th ultimo, I have the honor to inform you that I directed Mr. Asst. Kean to proceed to the spot and investigate the truth of the statements made in the petition sent to His Honor the Lieutenant Governor.

I have now the honor to submit the report of his proceedings received from Mr. Kean.

A very large proportion of the cultivation of Messrs. Watson and Co.'s factory at Hairampoor belongs to the village of Ramnuggur, and in consequence of differences existing between them and Bejaikisto Shaha, under whose influence the late farmer, Sheebsoonderee Dassea, widow of Gour Soondur Shaha, was; Messrs. Watson and Co. last year, through their manager, Mr. Gordon, offered an advance of Rs. 300 for the farm. I recommended the acceptance of the offer, as the late farmer when given the option refused to pay what was offered by Messrs. Watson and Co. You sanctioned the arrangement and our new farmers were installed. From that day to this, however, they have been prevented from collecting their rents, and opposed in every way by Bejaikisto Shaha whom the Ryots are afraid to disobey because Messrs. Watson and Co.'s lease is for one year only, and they would suffer when the mehal reverted, as under your orders it will next May, to the former farmer upon the expiration of the present lease.

The foregoing explanation will show distinctly the quarter from which this fictitious petition from the Ryots has come.

From H. KEAN, ESQ., Assistant Collector and Assistant Magistrate, Moorshedabad, to W. M. BEAUFORT, ESQ., Officiating Magistrate and Collector Moorshedabad,—(No. 194, dated Berhampore, the 16th March 1860.)

SIR,

I HAVE the honor to inform you that in accordance with your instructions I proceeded to Thannah Goash, and inquired into the particulars of the petition said to have been signed by the Ryots of Char Ramnuggur and forwarded by them to the Government of Bengal.

In the first place, as regards the allegations of the petition,—

1. (1.) Under what circumstances Messrs. Watson and Co. really obtained,* for one year, the Izara of Chur Ramnuggur, you are, of course, well aware; you will remember that they offered 300 Rupees in excess of the Jumma, as then held by the former Izaradar. They have not however, as you are aware, been able to collect their rents or indeed to go near the land at all.

* In May 1859.

(2.) No remonstrances were made by the Ryots at the time of the transfer of the Izara.

(3.) It does not appear that the Ryots "found refuge in flight."

(II.) With regard to the cases of violation of contract, alleged in the petition to be false. (1.) That before the Deputy Magistrate (and which is a case of breach of contract in the supply of gharis, and not of "Indigo plants" as alleged) was dismissed in July last, on the following grounds:

"From the nathis of the counterplaint institued by the Ryots against "Messrs. W. and Co., for having forced them to sign hath-chittas, it is "sufficiently proved that the Ryots did not *voluntarily* agree to supply "gharis, the suit therefore is not cognizable by Act VII. 1819, and is "dismissed."

(2.) This decision *was* appealed against, and the case ordered for re-trial by the Sessions Judge for the following reason:

"The Deputy Magistrate has mistaken this case altogether; he had no "business to take up the two* cases together; each ought to have been decided "on its own merits; instead of which he has mixed up the two cases, and "without taking the defence of either party he has dismissed this

* The breach of contract and the counterplaint.

"one.....It is therefore ordered, that the appeal be admitted, "the decision reversed, and the case remanded to the Magistrate with "a recommendation that he take it up himself."—*August* 18*th*, 1859.

(3.) In accordance with this order, the Magistrate took the case up himself, and the defendants were sentenced to 14 days' imprisonment each, as "it was proved by the evidence for the prosecution and the "ekrarnamah filed by the petitioners, that the defendants had taken ad- "vances to perform a certain amount of work with their gharis, which "they have failed to perform."

(4). The other case (of the same nature) was dismissed by the Sudder Ameen, appealed, and ordered for re-trial by the Sessions Judge for the following reasons:

"The Sudder Ameen quotes the Circular Order of the 20th May "1836 and says, that by it cases of this nature are not disposable of by "the Foujdaree Court, but if he had examined that Circular Order he "would have found that if a party agrees to supply his own carts and "bullocks, the provisions of Regulation VII. 1819 are applicable to a "suit against him in the Foujdaree Court, and as the agreements filed "do not show that the defendants made agreement to supply other than "their own carts, his order is incorrect. The appeal is admitted, the "decision reversed, and the Magistrate is requested to take up this case "himself."—*August* 18*th*, 1859.

(5.) The Magistrate sentenced the defendants to 14 days' imprisonment each, for the reasons alleged in the first case.

(6.) There is nothing to lead one to suppose that the shattahs or contracts in these cases are 'forged;' on the contrary, they were not denied at the time they were filed.

3. With regard to the murder case, said to be "fictitious," the facts of the case are as follows:—On the 18th Kartick 1859, Mr. Landall, on the part of Messrs. Watson and Co. sent out from Hazrampore Factory 60 or 70 ploughs with ploughmen, &c., to sow Indigo on the right bank of the Ligal Maree River. While thus engaged, the Ryots of the neighbouring village of Kalinuggur, turned out armed with lattees at the sound of the danka, and resisted the sowing of the Indigo, alleging that their *Kalai* would be destroyed. Messrs. W. and Co's people being the weakest as to numbers, had to give way, and one of their Ryots by

name Pathan Sekh is said to have been murdered; this happened in the partial affray that occurred. On making a local investigation into the matter, I reported the murder not proved, no sufficient evidence of the actual perpetration of the murder having been adduced; this opinion was subsequently confirmed by the Magistrate, but still as Pathan Sekh is up to this time missing, the murder cannot be said to be "fictitious," but merely not proved.

4. The *real* order to the Darogah of Thannah Goas, was as follows:

"You will go in person to the spot, and having been informed in the "presence of Messrs. Watson and Co.'s people and of the Ryots of Chur "Ramnuggur, what lands on this spot have been sown with Indigo "before, wheresoever there is no cultivation, there Messrs. W. and Co.'s "people may sow Indigo."—*November 29th*, 1859.

5. With regard to the alleged assault on the thannah by Messrs. Landall and Login, the real facts of the case are these: Messrs. Landall and Login having to pass Brajyo Kishto Shaha's Cutcherry, (where armed men were known by them to be stationed,) on their way to demand assistance at the thannah, in an assault which had just been committed on Mr. Dalrymple, armed themselves in self-defence with pistols; Mr. Landall being annoyed at the delay made by the Darogah in rendering assistance made use of some angry expressions which he did not deny, and for which he was fined 10 Rupees, and not for assaulting the thannah as alleged.

6. The *real* reasons of the Darogah being suspended for three months, and not "indefinitely" as alleged, were as follows:

(1.) The Jemadar, who was stationed by the Magistrate at Chur Ramnuggur, reported to the Darogah that "several persons of both sides had assembled, and that an affray was imminent, and called upon the Darogah to come at once to the spot, but the *Darogah never went.*

(2.) The Jemadar's report was made on the 17th of the month to the Darogah; he however did not *send it on to the Magistrate till the 19th.*

(3.) A man was reported by the Jemadar to have been seized and wounded; the Darogah made *no mention of the occurrence.*

(4.) The Darogah never inserted *the report in his roznamcha.* For

these four reasons, the Darogah was suspended, and not as, is alleged in the petition, for " not having assisted in another case."

7. The other two cases mentioned are at present under trial. The first arose out of a second dispute regarding Indigo sowing, and in which the Ryots again turned out armed, and Mr. Landall, who was there armed with a pistol, fired once or twice, as he says " over their heads." Shahamut Sekh is alleged to have been shot in the leg, but is not forthcoming, though he has been repeatedly summoned by the Magistrate. The other case is before me and still pending; it is a case of Lutaraz, I have no doubt of the truth of the charge.

8. And now as regards the actual writing and signing of the petition, to inquire into which I more particularly confined myself in the local investigation. I was only able to obtain the deposition of 19 of the Ryots; the rest were not to be found; whether purposely concealed or not, I don't know.

(1.) They all state that the petition was written by a Mohurrir, but they all deny knowing his name, his place of residence, or anything about him; now the person who really did write the petition must have been well acquainted with the circumstances of the case, yet they all declare they *never saw him before*, and he is said to have written the petition in two hours.

(2.) They all agree in not stating *accurately* where the petition was written.

(3.) Most of them state that the petition was written on stampt paper; it is written on plain.

(4.) Some assert that the stampt paper was procured from the Office; others that the Mohurrir supplied it, receiving two Rupees.

(5.) Most of them allege the petition and its signatures were written on *one* piece of paper; they are *really* on separate pieces; this statement alone would tend to show that the Ryots had never seen the petition.

(6.) Several of them deny having signed the petition, although their 'marks' are attached thereto.

(7.) They all state the petition was written at Berhampore; the address on the petition is 'Chur Ramnuggur.'

(8.) They *none* of them can state accurately when the petition was written.

(9.) Some declare the Mohurrir took the petition to the Post Office, others that Panchamandal did so; some assert that he went alone; one man declares he went with him.

(10.) One or two can write, yet they never *signed* their names; to the petition.

(11.) They cannot state the *contents* of the petition.

For the above reasons, I consider there is no doubt whatever that the Ryots never signed the petition; that it was never written in their presence, and that they never saw it, on the contrary, I think it is most evident that it was really written by the other party; who is said in the petition "to have fallen out with deadly hatred against Messrs. Watson and Co."

No doubt that *after* the petition had been written and sent, a few of the Ryots were told that such a petition had been forwarded, and that their names had been affixed thereto.

From A. R. YOUNG, Esq., Secretary to the Government of Bengal, to the Secretary to the Board of Revenue,—(No. 1494, dated the 3rd April 1860.)

SIR

I AM directed to forward for the purpose of being laid before the Board of Revenue a copy of the papers noted in the margin, relative to a complaint preferred by some of the Ryots of Chur Ramnuggur in the District of Moorshedabad against the proceedings of the local Officers in having given the farm of the village to Messrs. Watson and Co. for the present year in preference to the old farmer, notwithstanding their remonstrances, thereby giving Messrs. Watson and Co. the power to oppress and compel the Ryots to sow Indigo.

Petition of certain inhabitants of Ramnugur, dated 7th January 1860, letter No. 5, dated 28th March from Commissioner of Rajshahye with enclosure.

It appears from the reports of the local Authorities that a very large portion of the cultivation of Messrs. Watson & Co.'s factory at Hairanpore belongs to the village of Ramnuggur, and that in consequence of differences existing between them and one Bejoikisto Shaha, who is stated to have possessed some influence over the late farmer of the estate, Messrs. Watson and Co. last year offered an advance of 300 Rs. for the farm.

The offer was accepted and the farm let out for the present year to Messrs. Watson and Co. In sanctioning this arrangement the Commissioner instructed the Collector to give the former lessee the option of again taking the lease after the expiration of the year. It is now reported that as Messrs. Watson and Co. have been unable to collect the rents from the Ryots, owing, it is alleged, to the opposition of Bejoikisto Shaha, the Commissioner has thought proper to cancel his instructions to the Collector.

It may, I am desired to observe, be proper to withhold the option of again taking the lease from Sheebsoondree Dassee, the former farmer but the mere circumstance of the existence of a dispute between Messrs Watson and Co. and Bejoikisto Shaha, with which it does not appear that the Government is concerned, is no good reason for such an act. The Lieutenant Governor trusts that the local Officers have taken no part in any private dispute of this sort in favor of either party. If however the local Officers have it in proof that the lady in question, or any one on her part, has instigated the Ryots not to pay their rents duly for the current season, that would be a good reason for the measure. It is not stated, however, on what authority the assertion is made.

From the account given it seems quite possible that the dispute may be really between the Ryots and the lessee for the current year. It is to be gathered that the village of Ramnuggur, which is a Government khas estate, was let for the present year in farm to Messrs. Watson and Co., over the head of the old farmer, not at a jumma fixed with reference to a jummabundee formed with the Ryots, but seemingly at a rack rent, after the manner of an auction, because Messrs. Watson and Co. outbid the former farmer by Rupees 300. It is not shown that the legitimate rental of the village, as demandable from the Ryots, warranted this increase of jumma, and it is stated that Messrs. Watson and Co.'s object, in bidding so high, was connected with their quarrel with Bejoikisto; whilst it is to be suspected that Messrs. Watson and Co. may have looked for their reimbursement, not to the rental lawfully demandable from the Ryots, but to some profit in their Indigo manufacturing business. In such a case it is not improbable that the Ryots may have just ground of dissatisfaction.

It is new to the Lieutenant Governor to hear of Government farming out its khas mehals in the way of auction, without any form of settlement for the protection of its Ryots, and for the avoidance of all the fatal evils of

over-assessment. The Lieutenant Governor had thought that the old principle of making a settlement of khas mehals, and of fixing, in order to the protection of the lawful right of the Ryots, the jummabundee of all land in cultivation by hereditary cultivators, and of refusing all offers at rates in excess of what could honestly be realized, according to the jummabundee, was still in force. But though all this may have been done in this case, the reports of the Commissioner and of the Collector do not lead to the inference that it has been done.

If, as seems possible, the village has been farmed without a settlement to the highest bidder, who looks for his reimbursement and profit over and above the lawful rent to illegitimate means, which must cause a corresponding loss to the Ryots, a great irregularity and injustice has been committed. If in any case a jumma is assessed, which cannot be paid by legitimate means, the Government drives the malgoozar to resort to illegitimate means. And if such transactions are usual in Moorshedabad, no one need look far to discover at least one cause of the present excitement in that quarter.

This case may be susceptible of most satisfactory explanation, but as it appears at present, the Lieutenant Governor has thought it right to put the Board of Revenue in possession of it, in order that it may be properly inquired into.

From A. R. YOUNG, ESQ., Secretary to the Government of Bengal, to the Commissioner of Rajshahye,—(No. 1453, dated the 3rd April 1860.)

SIR,

I AM directed to acknowledge the receipt of your letter No. 5, dated the 28th ultimo, submitting a report from the Officiating Magistrate of Moorshedabad, on a petition purporting to be from certain inhabitants of Chur Ramnuggur, complaining of oppressions practised on them by the present farmers of that village, Messrs. Watson and Co., and in reply to inform you that the case has been referred to the Board of Revenue for inquiry.

No. XIX.

From A. FORBES, Esq., Acting Secretary to the Indigo Planters' Association, A. R. YOUNG, Esq., Secretary to the Government of Bengal,—(No. 2, dated the 13th March 1860.)

SIR,

I HAVE been requested by his Honor the Lieutenant-Governor to forward to you the following Extract of a letter from Mr. Tripp, Manager of the Bamundie Concern, to Messrs. R. Thomas and Co., of Calcutta.

"I more than regret to inform you that the Ryots of most of my villages adjacent to those who are all up in arms belonging to the Katcheekatta Concern, have commenced with me, and declare they will follow *for better* or worse the example all round. I am much afraid, indeed I am pretty certain it will, in a day or two extend all over the Concern, and from what I can learn also throughout Meerpore: which, if correct, Salgumoodia, I am afraid, can't escape. A general rebellion throughout Lower Bengal is, in my opinion, *inevitable*, unless strict and decided measures are, *without delay*, taken by Government to put it down. They have solely caused this disaffection amongst the Ryots which has now extended, I may safely say, over the Kishnaghur District, and which, I regret to add, it is entirely out of the Planter's power to quell without the aid of Government.

"Unless matters take a favourable turn towards the Planters, *within a fortnight not a man's life will be safe*, leaving alone the destruction of property that must be the result.

"I would strongly recommend, if Mr. Kenny has started for England, that he be telegraphed for to return to Calcutta by the first opportunity."

No. 927.

COPY forwarded for the information of the Magistrate of Nuddea.

No. 928.

COPY forwarded for the information of the Magistrate of Pubna.

From H. MUSPRATT, Esq., Officiating Magistrate of Pubna, to A. R. YOUNG, Esq., Secretary to the Government of Bengal,—(No. 122, dated Camp Bachamara, 18th March 1860.)

SIR,

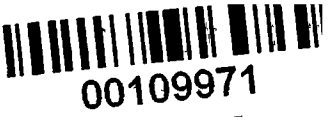
I HAVE the honor to inform you that I have just received your Memo. No. 928, dated the 14th instant, and its enclosures.

I have the honor to state that this is the first intimation of the matter I have received. Mr. Tripp has neither presented any petition to my nowledge, nor has he written to me to tell me what is going on in the leerpore Concern.

I was at Meerpore and in its neighbourhood on the 24th and 25th January, and no complaint was made by the Ryots against the Planters nor did Mr. Kenny's Assistant make any complaints against the Ryots.

I have addressed Mr. Tripp, and requested him to write to me at Pubna, as I intend returning there in 2 or 3 days, and I shall start for the spot immediately, whether or no I receive a reply from him, if necessary.

I have not received any reports from the Police Ghattee, within half a mile of Meerpore, of any probability of a disturbance, or of any uneasy feelings between the Planters and Ryots.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